

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 25th day of August 19 72, made and executed by Paul R. Skelton and
Catherine N. Skelton of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 147 on page 133
of the Record of Trust Deeds, on the 25th day of August, A. D. 19 72, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 5th day of Dec 1974

THE HERNANDO BANK

[Signature]
A. S. BALLARD, JR., PRESIDENT

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elmer M. Barker
in and for County and State aforesaid, A. S. BALLARD, JR., PRESIDENT who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 5th day of Dec A. D. 19 74

My Commission Expires Jan. 7, 1978



Elmer M. Barker

LAWRENCE-GARDNER 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 6 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 1 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 6 day of Dec. 1974.

Fees 2.50

[Signature]
CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of December 19 64, made and executed by Mary Ethel Pettit
and Douglas Pettit of _____ to The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 79 on page 441
of the Record of Trust Deeds, on the 9th day of December, A. D. 19 64, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 5th day of Dec. 1974

The Hernando Bank

[Signature]

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority E. Lewis M. Parker
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 5th day of Dec. A. D. 19 74

[Seal]
My Commission Expires Jan. 7, 1978

[Signature]

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A.M. 6 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 2 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 6 day of Dec. 1974.

Fees 2.50

[Signature]
CLERK

OTM

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of June 19 74, made and executed by James Richard Hunt
and Juanita F. Hunt of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 433
of the Record of Trust Deeds, on the 14th day of June A. D. 19 74, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 5th day of Dec 1974

The Hernando Bank
[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Edwin M. Baker
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 5th day of Dec A. D. 19 74



[Signature]
Edwin M. Baker

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 6 day of Dec 1974, and that the same has been
recorded in Book 182 Page 3 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 6 day of Dec 1974.

Fees \$ 2.50 pd.

SEAL

[Signature]
CLERK

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RELEASE DEED

Know all men by these presents that for and in consideration of the payment of the indebtedness described in and secured by that certain Deed of Trust dated 12/14/73, executed by WALLACE E. JOHNSON ENTERPRISES, INC. to DESOTO TITLE COMPANY, as Trustee(s), SERVICE MORTGAGE & INVESTMENT CO., INC., as Beneficiary, which Deed of Trust is recorded in Book 170, Page 1, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned SERVICE MORTGAGE & INVESTMENT CO., INC., as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said WALLACE E. JOHNSON ENTERPRISES, INC., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 844, Greenbrook Subdivision, Section D, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said WALLACE E. JOHNSON ENTERPRISES, INC. and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

WITNESS our signatures this the 2nd day of December, 19 74.

SERVICE MORTGAGE & INVESTMENT CO., INC.
BY: [Signature]
Exec. Vice Pres.

ATTEST:
BY: [Signature]
Asst. Sec. Treas.

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey who acknowledged that as Exec. Vice President and ASST. Secretary-Treasurer respectively, for and on behalf of and by authority of SERVICE MORTGAGE & INVESTMENT CO., INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 2nd day of

December, 19 74.

[Signature]
Notary Public

My Commission expires
My Commission Expires March 15, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. day of Dec, 1974, and that the same has been recorded in Book 182, Page 4 records of REAL ESTATE TRUST DEEDS

FEE \$ 2.50 pd

6 day of Dec, 1974.

[Signature] Clerk

MODIFICATION AGREEMENT

THIS AGREEMENT, Made and entered into by G S O DEVELOPMENT CORPORATION, INC., party of the first part, and MEMPHIS BANK & TRUST COMPANY, party of the second part.

WITNESSETH: That on November 30th, 1973, the party of the first part executed its note payable to the order of the party of the second part, in the amount of \$550,000.00, due On Demand, or if no demand, one year from date.

The note was secured by a deed of trust executed by the party of the first part, and recorded in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, in Book No. 169 on page 49.

The parties hereto desire to modify the terms of the note and the deed of trust which secured payment of the note.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations accruing to the parties hereto, it is mutually agreed that the note shall be payable On Demand, and if no demand, on November 30th, 1979.

Reference is hereby made to the Deed of Trust for a description of the land which is located in the northwest corner of the Southwest 1/4 of Section 6, Township 2 South, Range 8 west, DeSOTO COUNTY, MISSISSIPPI.

Every provision, obligation, right and Power contained in and under said Deed of Trust and note shall remain in full force and effect affected by this Modification Agreement only to the extent of the change set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 30 day of November, 1974.

ATTEST:
Bob Gray
Bob Gray, Vice-President.

G S O DEVELOPMENT CORPORATION, INC.,
By A. V. Shannon
A. V. Shannon, President.

~~ATTEST:~~
James Calma
Secretary.

MEMPHIS BANK & TRUST COMPANY,
By Howard L. Golwen
Howard L. Golwen,
Executive Vice-President.

ATTEST:
Doris Muscari
Assistant Secretary.

FOR VALUE RECEIVED, the undersigned endorsers of the note hereby jointly and severally approve the Modification Agreement, and guarantee the prompt payment of the note when due, and hereby waive presentment, demand, protest and notice of dishonor, and agree that any holder of the note may renew or extend the time of payment without notice to the undersigned, who shall continue bound upon this guaranty notwithstanding such renewal or extension.

A. V. Shannon
A. V. Shannon, Individually.

Rosemarie J. Shannon
Rosemarie J. Shannon, Individually.

Bob Gray
Bob Gray, Individually.

Spill P. Gray
Spill P. Gray, Individually.

Gaines Osborne
Gaines Osborne, Individually.

Ruby Sue R. Osborne
Ruby Sue R. Osborne, Individually.

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. V. SHANNON and BOB GRAY, who severally acknowledged that they are President and Vice-President, respectively of G S O DEVELOPMENT CORPORATION, INC., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.



GIVEN under my hand and official seal, this the 30 day of November, 1974.

My Commission expires
5-7-77

Dennis J. Ingram
Dennis J. Ingram
Notary Public.

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HOWARD L. GOLWEN and DORIS MASCARI, who severally acknowledged that they are the Senior Vice-President, and Asst. Secretary, respectively, of MEMPHIS BANK & TRUST COMPANY, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and Official Seal, this the 5th day of December, 1974.



My Commission expires March 7th, 1978.

Janet Crabb
Notary Public.

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. V. SHANNON, ROSEMARIE J. SHANNON, BOB GRAY, SYBIL P. GRAY, GAINES OSBORNE and RUBY SUE B. OSBORNE, who severally acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 30 day of November, 1974.



My Commission expires 5-7-77

Bonnie J. Ingram
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 6 day of Dec. 1974, and that the same has been recorded in Book 182 Page 5 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Dec. 1974.

Fee 4.00

H. P. Ingram
CLERK

MISSISSIPPI

MORTGAGOR Mark Garner
FNMA No. 1-23-536612-0
FHA/VA No. 281-060989-203

APPOINTMENT OF SUBSTITUTE TRUSTEE

BY VIRTUE OF THE AUTHORITY contained in that certain Deed of Trust granted by James Leonard Jones and wife, Eddie M. Jones to Roland D. Marble Trustee, for the use and benefit of Colonial Savings & Loan

dated December 22, 1969 recorded in Book 114, Page 402, Office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust and indebtedness secured thereby, were assigned by said beneficiary to Federal National Mortgage Association, by instrument dated January 12, 1970, recorded in Book 115, Page 22, aforesaid records, the undersigned Federal National Mortgage Association, as Assignee, hereby appoints G. A. Gafford Substitute Trustee, in the place of and as successor to the original Trustee in the aforesaid Deed of Trust, subject to the same duties, obligations and restrictions and vested with the same title, rights and powers as have heretofore appertained to the said original Trustee.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to the Administrator of Veterans Affairs or the Secretary of Housing and Urban Development, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's deed that the undersigned has requested transfer of its bid to grantee(s) in the Substitute Trustee's deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereto, that the Substitute Trustee was duly authorized and empowered to execute same.

IN WITNESS WHEREOF, Federal National Mortgage Association has caused its corporate name to be subscribed hereto by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary at its office in the City of Atlanta, Georgia.

This 6th day of November, 19 74.

Signed, sealed and delivered in the presence of:

R.A. Jette
Sarah Greener

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Grace G. McKay
Grace G. McKay, Assistant Vice President

Attest: Martha A. Berman
Martha A. Berman, Assistant Secretary

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the above signed Grace G. McKay and Martha A. Berman, known to me personally to be, and who severally acknowledged to me that they are, respectively, the Assistant Vice President and Assistant Secretary of Federal National Mortgage Association, a corporation, whereupon the said first named appraiser acknowledged to me that acting in said capacity he signed, executed and delivered the foregoing instrument, and the said second named appraiser acknowledged to me, that acting in his said capacity, he sealed and attested said instrument, and each of said appraisers further acknowledged to me that he so acted as and for the act and deed of Federal National Mortgage Association, and as and for his act and deed as an officer duly authorized by said corporation.

Given under my hand and official seal this 6th day of November, 19 74.

My Commission Expires: Nov. 16, 1974
Notary Public, Georgia, State at Large
My Commission Expires Nov. 16, 1974

W.M. [Signature]
Notary Public State of Georgia at Large

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 A.M. 18 day of Dec., 1974, and that the same has been recorded in Book 115, Page 22, of the records of said FULTON COUNTY, MISSISSIPPI.

Fee 2.50 6 day of Dec., 1974.

H. J. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

John H. Davis, et ux

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 6 day of December 19 74
between John H. Davis and wife, Eleanor F. Davis

and The Hernando Bank

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Two Thousand Dollars (\$2,000.00)

evidenced by one promissory note of even date bearing ten (10%) per cent interest per annum, due and repayable on or before June 15, 1975

and any further amount that the party of the second part may furnish the party of the first part during the life of this trust deed ~~XXXXX~~ not to exceed One Thousand Dollars (\$1,000.00) and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ips of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the ~~agreed and products of every kind that~~ ~~land and all the crops and every kind in the ground by~~ ~~and family or any hands working with or under~~ ~~either as tenant or owner or otherwise during the year to~~ ~~on the land that~~ ~~may cultivate or come to be cultivated as tenant or owner and all~~ farming implements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:
5 acres in the Southeast Quarter of Section 30, Township 1, Range 7 described as beginning at a point in the North right-of-way line of Goodman Road 538 feet East of the West line of the Southeast Quarter of said Section in the southwest corner of the Davis home place; thence North 598.8 feet; thence East 278.3 feet; thence South 58.1 feet; thence East 25.47 feet; thence South with the Flowers line 500 feet to a point in the North line of Goodman Road; thence West 266.4 feet to the point of beginning.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the due ~~xxxx~~ date thereof ~~XXXXXX~~, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part

its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above. Eleanor F. Davis
John H. Davis

STATE OF MISSISSIPPI, DESOTO COUNTY, the undersigned authority of said County, the within named John H. Davis and wife, Eleanor F. Davis

who signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

My commission expires: (SEAL) 6th day of December 19 74.

By Sarah Bethune Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P.M. 6 day of Dec. 1974, and that the same has been recorded in Book 182 Page 9 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 9 day of Dec. 1974.

Fee \$2.50
H. J. Ferguson

H. H. Ferguson
CHANCERY CLERK

10

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
RAY LACKEY

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS

Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWO THOUSAND EIGHT HUNDRED TWENTY EIGHT AND NO/100-----DOLLARS
(\$2828.00) evidenced by a promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 10 per centum per annum after

DATE , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

DUE AND REPAYABLE IN ONE PAYMENT OF \$2828.00 PLUS INTEREST OF 10% ON MAY 15, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO
State of Mississippi, and more particularly described as follows, to-wit:

LOT 1 OF POWELL SUBDIVISION IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST,
DESOTO COUNTY, MISSISSIPPI, AS APPEARS OF RECORD IN PLAT BOOK 7, PAGE 20
AND 21, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI, TO WHICH
REFERENCE IS HEREIN MADE.

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15TH day of NOV. 19 74

J. O. R. Lackey
D.R. (RAY) LACKEY

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named RAY LACKEY

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 15TH day of NOVEMBER 19 74

My Commission Expires: My Commission Expires June 25, 1976

James P. McDaniel
Notary Public

STATE OF MISSISSIPPI, DE WITTO COUNTY

I have this day filed for record at 10 o'clock
30 A. 182 9 10 Dec. and that the same has been
RECORDED IN BOOK 10 DEEDS TRUST DEEDS

5.00

9

Dec.

H. P. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS INDENTURE, this day made and entered into between Annie Mae Henry of the first part, hereinafter designated Grantor, and B. A. "Ted" Hood of the second part, hereinafter designated Trustee, witnesseth:

WHEREAS the said Grantor, Annie Mae Henry, owes B. A. "Ted" Hood of Little Rock, Arkansas, the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, evidenced by one Promissory Note of even date in that amount, bearing no interest until maturity, and payable on May 30th, 1975, and

WHEREAS the said Grantor and Grantee trustee are anxious to secure the payment of said indebtedness in accordance with the provisions of said Promissory Note,

SO NOW THEREFORE in consideration of Five Dollars to Annie Mae Henry, Grantor, paid by B. A. "Ted" Hood, Trustee, the receipt whereof is hereby acknowledged, do hereby convey and warrant unto the said B. A. "Ted" Hood, Trustee, the following described lands, to wit:

"The land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, in Section 34, Township 1, Range 6 West, and being more particularly described as beginning at a stake in the north right-of-way of Coleman Avenue, 1,165 feet north and 845.5 feet east of the southwest corner of said Section 34; thence east along the north right of way of Coleman Avenue 76.7 feet to a stake; thence north 3 degrees 47 minutes west 155 to a stake; thence south 84 degrees 50 minutes west to 80 feet to a stake; thence south five degrees no minutes east 155 feet to the point of beginning, and being in the southwest quarter of Section 34, Township 1, Range 6 West; and further described as being part of the land conveyed to Lester Ray Darling by Charles E. Sisk and wife, Patsy C. Sisk on June 4, 1966, and as of record in Deed Book 66, page 97 of the land deed records of DeSoto County, Mississippi."

"Also one Chevelle House Trailer, 1966 Model (12' x 60') bearing Serial Number 586-6801."

This conveyance is in trust. Should Annie Mae Henry pay said indebtedness and interest owing thereon at maturity, this conveyance shall be void; otherwise the said Trustee, or any successor appointed in his place, shall sell said land and personalty, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and out of the proceeds arising from such sale the costs and expenses of executing this deed of trust shall be first paid, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

In case of foreclosure and sale of the property covered herein, the Trustee beneficiary, or any owner or holder of the note secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 20th day of November, 1974.

Annie Mae Henry
Annie Mae Henry

STATE OF ARKANSAS
COUNTY OF PULASKI

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid the within named Annie Mae Henry who acknowledged that she signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal this the 20th day of November, 1974,

Bella B. Hood
Annie Mae Henry
Notary Public

My Commission expires 2-5-1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of Dec 1974, and that the same has been recorded in Book 182 Page 13 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Dec 1974.

Fee \$2.50

H. P. Ferguson
CLERK

14

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

Desoto COUNTY
MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by Billy G. Baker and wife, Jeannie F. Baker

to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, Beneficiary, date December 28, 19 73, and duly recorded in Book 169 at Page(s) 519 of your records.

WITNESS the signature of the corporation, this the 2nd day of December, A.D., 19 74.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: William S. Weems
William S. Weems, Senior Vice-President

ATTEST:

Mary Keen
Mary Keen, Assitant Vice-President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, William S. Weems and Mary Keen, known to me to be the Senior Vice-President, and Assitant Vice-President, respectively, of the within named Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 2nd day of December, A.D., 19 74.

Carrie S. Bell
NOTARY PUBLIC

My Commission expires:
My Commission Expires Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of Dec. 1974, and that the same has been recorded in Book 182 Page 14 records of REAL ESTATE TRUST DEEDS

9 day of Dec. 1974.

2.50

H. B. [Signature]

Attest
D. W. McLean, D.C.
Chancery Clerk

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Delmer Baldwin and wife, Minnie Baldwin

parties of the first part,

are justly indebted unto Money Mart, Inc. of Olive Branch, Mississippi party of the second part, in the sum of

HOLDER

One Thousand Six Hundred Thirty Eight and 15/100'S DOLLARS

\$ 1638.15 as evidenced by a promissory note, dated Third day of December, 19 71,

and due and payable in 25 installments of \$ 23¹⁵ 65.00 each beginning Jan. 15, 1974

and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof;

NOW THEREFORE, I,
hereby sell, convey, and warrant unto Jim Ann of Olive Branch, Mississippi as Trustee, the

NAME OF TRUSTEE CITY STATE

following described real property situated in DeSoto County, State of Mississippi, to-wit:

Lots 14 and 15 in Section B of Pleasant Grove subdivision on Section 30, Township 1, Range 5 West, as shown by a Plat recorded in Plat Book 4, Page 26, in the office of the Chancery Court, Clerk of DeSoto County, Mississippi.

(House to be constructed on these 2 lots.)

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely, (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS 2 signature(s), this the 5 day of Dec, 19 74

WITNESSES
Shelley Evans
Joni Sullivan

Debra Baldwin
Minnie Baldwin

STATE OF MISSISSIPPI
County Of Desoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, Debra Baldwin & Minnie Baldwin, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given unto my hand and official seal, this the 3 day of Dec, 19 74

MY COMMISSION EXPIRES: 7/23/77
J. A. Sullivan NOTARY PUBLIC

STATE OF MISSISSIPPI
County Of _____

Personally appeared before me the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said _____ and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of Dec, 1974, and that the same has been recorded in Book 182 Page 15 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Dec, 1974.

Fees \$ 3.00 pd.

SEAL

H. P. Ferguson CLERK

TRUST DEED

TO _____

Trustee _____

THE STATE OF MISSISSIPPI, _____ County

Debra Baldwin Clerk

I, Debra Baldwin, do hereby certify that the within named Trust Deed was filed for record in my office on the _____ day of _____, 19____ at _____ o'clock _____ M., and that the same together with the certificate and acknowledgment, is now duly recorded in Book _____ page _____ of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the _____ day of _____, 19____

by _____ Clerk _____ D. C.

3.00 pd
Money Trust, Inc.
P.O. Box 651
0338654

H.D. [Signature]
CHANCERY CLERK

CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 6th day of December, 1974, between CHARLES W. PARKER and wife, CAROLYN F. PARKER, Party of the First Part, and FIRST NATIONAL BANK OF SOUTHAVEN,, Party of the Second Part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of EIGHT THOUSAND SEVEN HUNDRED TWENTY-TWO and 56/100 DOLLARS (\$8,722.56) with interest thereon from date at the rate of Ten percent (10%) per annum, repayable on demand, or on or before One (1) year from date, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 7 of Mound Subdivision, Section B, As shown on plat appearing of record in plat Book 11, Page 41, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot containing 6.53 acres, more or less, and being situated in Section 26, Township 2, Range 8 West.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Charles W. Parker
Charles W. Parker
Carolyn F. Parker
Carolyn F. Parker

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Charles W. Parker and Carolyn F. Parker, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 6th day of December, 1974.

My Commission expires:

Bobbie M. Busswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock *no* minutes *A.M.* *9* day of *Dec.* 1974, and that the same has been recorded in Book *182* Page *17* records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this *9* day of *Dec.* 1974.

2.50

[Signature]
CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That C. T. Smith and wife, Bessie M. Smith,
Star Route, Box 76
of Southaven, Mississippi

the beneficiary, does hereby certify that a certain trust deed
bearing date the July day of 19 68, made and executed by E. A. Perrette

Trustee for Philip B. Purifoy,
of DeSoto
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 103 on page 4

of the Record of Trust Deeds, on the _____ day of _____, A. D. 19____, is now fully paid

and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County, to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Dated December 5, 1974.

C. T. Smith
C. T. Smith

Bessie M. Smith
Bessie M. Smith

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public,
C. T. Smith and wife,
in and for County and State aforesaid, Bessie M. Smith who acknowledged that they signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of December A. D. 19 74

My Commission Expires:

April 9, 1975

Edna E. Camp
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 9 day of Dec. 1974, and that the same has been
recorded in book 182 page 18 records of REAL ESTATE TRUST DEEDS

of said County, on the 9 day of Dec. 1974.
Fee 2.50
H. P. [Signature]
CLERK

Assignment of this instrument Recorded in

Real Estate To Book

No. 287 Page 73

This the 31 day of Aug 19 82

Assignment of this instrument Recorded in

Real Estate To Book

No. 287 Page 78

This the 31 day of Aug 19 82

RECEIVED & FILED
DE SOTO PARISH, LA.

JUN 11 9 22 AM 1973

Madeline B. Bourgin
DEPUTY CLERK & RECORDER
CITY BK 304 P 61353

363439

Branch Memphis Ferguson 180

May 22 19 73

553

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, J. D. Barnes & Birttie V. Barnes, his wife

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson and no/100 Mississippi, hereinafter called Beneficiary, in the sum of Twenty Three Thousand Six Hundred Seventy Dollars (\$23,670.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$131.50, the first of said installments being due and payable on the 5th day of August, 1973, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of Desoto

State of Mississippi, described as follows:

The land lying and being situated in Desoto County, Mississippi described as follows to-wit: Part of the Northwest Quarter of Section Five (5), Township Four(4), Range Seven (7) West described as beginning at a point in east line of the Southeast Quarter of the Northwest Quarter of Section 5, Township 4, Range 7 West, said point being 682.0 feet south of Northeast corner of said Southeast Quarter; thence South along said East line 214.0 feet to a point; thence South 84 degrees 19 minutes West 186.5 feet to an iron pin in East right of way of U.S. Interstate Highway 55; thence North 12 degrees 48 minutes West along said Highway right of way 214.6 feet to an iron pin; thence North 84 degrees 19 minutes East 206.0 feet to the point of beginning and containing 1.00 acre, more or less. All bearings are magnetic. Being the same land conveyed by Raymond E. Childress, et ux, to Mrs. Ellen B. Flinn by deed dated February 16, 1967, recorded in Book 68, Page 403 of the deed records of Desoto County, Mississippi.

For a source of title see Deed Book 68 Page 609.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

363439

CANCELLED BY AUTHORITY RECORDED IN BOOK

331 PAGE 77
THIS 24 DAY OF Jan 19 85
H. P. Ferguson
REGISTRATION FEE 712

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 22nd day of May, 1973

WITNESS: [Signatures of J. D. Barnes and Birttie Barnes]

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19____

Notary Public
My Commission Expires:

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____ one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names J. D. Barnes and Birttie V. Barnes husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III (Trustee) Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Birttie V. Barnes and J. D. Barnes husband and wife.

GIVEN under my hand and official seal, this the 22nd day of May, 1973.

MY COMMISSION EXPIRES SEPT. 14, 1975

[Signature of Notary Public]
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of Dec. 1974, and that the same has been recorded in Book 182 Page 19 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 9 day of Dec. 1974.

Fee 4.00

[Signature of Clerk]
CLERK

H. J. Ferguson
 CHANCERY CLERK

221327-01

FORM NO. 1861 REV. 2/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI, }
 COUNTY OF DeSOTO }

WHEREAS, GEORGE I. GREENUP, JR. and BEVERLY M. GREENUP

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF SIXTY SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON THE 1st DAY OF January 2005.

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

GEORGE I. GREENUP, JR. and wife, BEVERLY M. GREENUP

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00) DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

Ten (10) Acres, more or less, in the Southeast Quarter of Section 5, Township 2 South, Range 8 West, DeSoto County, Mississippi, described as:

BEGINNING at a point in the East line of the said Section 5, said point being 1,316.6 feet North of the Southeast Corner of said section; thence South 84° 30' West 790.0 feet to an iron pin; thence North 6° 00' West 551.4 feet to a concrete post at the Southwest Corner of the Sartain 14-acre tract; thence North 84° 30' East along the South line of said Sartain tract 790.0 feet to a point in the East line of said section; thence South 6° 00' East along said East section line 551.4 feet to the Point of Beginning. All bearings are magnetic;

SUBJECT TO: Subdivision and Zoning rules and regulations of DeSoto County Planning Commission; Requirements of DeSoto County Health Department; and, Rights-of-Way and Easements for public roads and public utilities.

The foregoing description is attached to and made a part of that certain mortgage executed by GEORGE I. GREENUP, JR., et al., dated NOVEMBER 5, 1974, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 66,700.00.

George I. Greenup, Jr.
 Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION. SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S) OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN, IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY, IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 889, MISSISSIPPI CODE OF 1942, AND SECTION 11, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 5th DAY OF NOVEMBER 19 74

George I. Greenup Jr.
Beverly M. Greenup

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

GEORGE I. GREENUP, JR. and wife, BEVERLY M. GREENUP

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.



GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 9th DAY OF December 19 74

COMMISSION EXPIRES Jan. 3, 1975

Walter B. Hays
Notary Public
(OFFICIAL CAPACITY)

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 58 minutes P.M. 9 day of Dec. 1974, and that the same has been recorded in Book 182 Page 21 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec 1974.

Fees \$ 5.00 pd. SEAL *H. P. [Signature]* CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 3:58 O'CLOCK P M. ON THE 9 DAY OF Dec 19 74 AND DULY RECORDED ON THE _____ DAY OF _____ 19 _____ ON PAGE _____ OF BOOK _____ OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____ DAY OF _____ 19 _____

(SEAL) *3d.* *500 [Signature]* BY _____ CHANCERY CLERK D. C.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, Olive Branch, Miss.
of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 10 day of July 19 73, made and executed by Doroty S. Trainer
of Olive Branch, Miss to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 163 on page 256
of the Record of Trust Deeds, on the 30 day of July, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

Janice C. Payne
Assistant Cashier

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, Janice C. Payne, Assistant Cashier who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of November A. D. 19 74



Aurelia B. Jones
Notary Public

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 24 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 10 day of Dec 1974.

Fee 2.50

H. B. [Signature]
CLERK

Assignment of this instrument
Real Estate TID
No. 183 Date 479
This the 3 day of March 75
H. P. Ferguson

25

DEED OF TRUST

This indenture made this 2nd day of December, 1974, between Sallye Etta Givens

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party,
WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$3,550.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 55.34 ~~xxxxxxx~~ ~~xxxxxxx~~ ~~xxxxxxx~~, the first installment due the 1st day of January, 1975, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 126 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6, Township 3, Range 9

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument, to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Cecilia King

Sallye Etta Givens

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Sallye Etta Givens, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 2nd day of December, 1974

Jane M. Barber
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 9 day of Dec, 1974, and that the same has been recorded in Book 182 Page 26 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec, 1974.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson
CLERK

14-700-16752

P. 1172

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by Harold Wayne Johnson & Linda Johnson, his wife, to J. R. Hampton & J.R. Wilson Trustee s, beneficiary, dated _____, 19____, recorded in Book _____, Page _____ of the records of Mortgages and Deeds of Trust in your office, which deed of trust was assigned to Union Planters National Bank, Memphis, Tennessee, on the 6th day of April, 19 70, as shown of record in Book 116, Page 518, of said records.

IN WITNESS WHEREOF, the said Union Planters National Bank has caused this instrument to be executed by its duly authorized officers this 14th day of November, 19 74.

ATTEST:

UNION PLANTERS NATIONAL BANK

[Signature]
Instalment Credit Officer

BY Chris J. Saenger
Assistant Vice President

STATE OF TENNESSEE
COUNTY OF SHEBBY

Personally appeared before me, the undersigned Notary Public, in and for State and County aforesaid, the within named Chris J. Saenger Asst. Vice President and R. W. Marshall, Instl. Credit Officer of the Union Planters National Bank, who acknowledged that they signed and delivered the foregoing instrument and affixed the seal of said corporation thereto on the day and year of its date as the act and deed of said corporation.

Given under my hand and official seal this 14th day of November, 19 74.

[Signature]
Notary Public

My Commission Expires 3-7-78.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A.M. 10 day of Dec. 1974, and that the same has been recorded in Book 182 Page 26 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec. 1974.

Fee 2.50

[Signature]
CLERK

REAL ESTATE DEED OF TRUST-MISSISSIPPI

Table with 6 columns: First Payment Date, Final Payment Date, Loan Number, Date of Note, No. of Pay'ts, Amt. of Each Pay't. Includes values like 1-12-75, 12-12-76, 12-9-74, 24, 92.97.

(GRANTORS) (Names and Addresses)

Betty T. Neal
Ted W. Neal
5894 Yorktown
Southaven, Ms 38671

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc.
A Tennessee Corporation

704 S. Mendenhall

Memphis, Tn 38117

XXXXXXXXXX

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesses:

1. Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.

2. For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.

3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.

4. Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and/or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.

5. Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered to the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.

6. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantor become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is W. T. McLemore and
No. 2809 Laramie Cr. Street, Hattiesburg
Forrest

County, Mississippi; Grantee is empowered hereby to appoint substitute and/or successor Trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of DeSotto and State of Mississippi, described as:

Lot Five Hundred nine (509) Section B, Southaven Subdivision, in Section 23 Township 1 South, Range 8 West, As shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Page 14, 15, and 16 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Liens or Encumbrances against Realty (If none, insert "None") National Mrg.

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this 19
Signed, sealed and delivered in the presence of:

Handwritten signatures of Ted W. Neal and Betty T. Neal with (Seal) markings.

(See over for Acknowledgment)

FORM 2429-A MISSISSIPPI 12-69

Original—For Recording
Duplicate—Office File
Triplicate—Customer

INDEXED BY AUTHORITY RECORDED IN BOOK
226 PAGE 291
THIS 20 DAY OF June 1978
H. L. Ferguson
CHANCERY CLERK

NOTARY PUBLIC
COMMISSION EXPIRES TO (11/21)

Tennessee ACKNOWLEDGMENT


STATE OF ~~MISSISSIPPI~~ COUNTY OF Shelby, TO WIT:

That on this 8 9th day of December, 19 74, before me, the
 subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Betty T. Neal & Ted W.
 Neal
 the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed
 and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

[Signature]
 Notary Public.

My Commission expires 5-29-77

(Notarial Seal)


STATE OF TENNESSEE, COUNTY OF SHELBY

I hereby certify that the foregoing Acknowledgment was filed for record at 10 o'clock
30 A. 10 Dec. 1974, and that the same has been
182 27 FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SHELBY, TENNESSEE, IN THE BOOK OF REAL ESTATE TRUST DEEDS

FILED 10 DAY OF Dec. 1974.

2.50

[Signature]
 CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JOSEPH P. MARCONI and wife, CAROL S. MARCONI of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and JAMES C. ROBBINS and wife, JUDY S. ROBBINS of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

60 monthly installments of \$101.39 per month beginning the 23rd day of December, 1974, and a like installment due on the same day of each succeeding month thereafter until paid in full.

Default in the payment of any installment due hereunder shall cause the entire indebtedness to become due and payable at option of the owner and holder of this note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot 44 in Section D of Pleasant Hill Estates Subdivision as shown on plat appearing of record in Plat Book 10, Pages 23-25 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 12, Township 2, Range 7 West.

At such time as First Party shall obtain a loan commitment for the financing of the construction of a house upon said property Third Party agrees to subordinate this Deed of Trust to a Deed of Trust in favor of a temporary construction lender and the permanent lender.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 883 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signatures of the grantor this the 23rd day of November 1974.

Joseph P. Marconi
JOSEPH P. MARCONI

Carol S. Marconi
CAROL S. MARCONI



STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Joseph P. Marconi and wife, Carol S. Marconi who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23rd day of November 1974.
My Commission Expires May 18, 1977
My Commission Expires: _____
Calvin A. Engel
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 10 day of Dec. 1974, and that the same has been recorded in Book 182 Page 29 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec. 1974.

Fees \$ 5.00 pd.

SEAL

H. P. J. [Signature]
CLERK

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CANCELLED BY AUTHORITY. RECORDED IN BOOK

675 PAGE 69
THIS 3 DAY OF Dec 19 93
W. E. Davis Chancery Clerk
Wyn. Graham sc

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of November, 1974, among the Grantor, Carl D. Hollingsworth and wife, Patricia P. Hollingsworth, DeSoto Title Company, Inc. (herein "Borrower"), and the Beneficiary, National Bank of Commerce, Memphis, Tennessee, (herein "Trustee"), organized and existing under the laws of the United States of America, 1 Commerce Square, Memphis, Tennessee 38103, whose address is (herein "Lender"). BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 12, Section A Revised, Lakewood Estates Sub-division, as shown by plat recorded in Plat Book 11, Pages 1-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty four thousand Eight hundred Seventy five and 40/100 Dollars; with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Carl D. Hollingsworth
CARL D. HOLLINGSWORTH - Borrower
Patricia P. Hollingsworth
PATRICIA P. HOLLINGSWORTH - Borrower

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Carl D. Hollingsworth and wife, Patricia P. Hollingsworth who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of November, A.D., 1974.

My Commission expires:

March 3, 1976

John W. [Signature]
Notary Public


STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 10 minutes A. M. 10 day of Dec., 1974.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 10 day of Dec., 1974, and that the same has been recorded in Book 182 Page 32 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec., 1974.

Fees \$5.50 pd.

SEAL

H. P. [Signature]
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 433
THIS 27 DAY OF December 1974
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 6th day of December, 1974, between DENNIS LEE LESTER and wife, CAROL LESTER, Party of the First Part, and SOUTHAVEN REALTY COMPANY, INC., a Mississippi Corporation, Party of the Second Part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWO THOUSAND and NO/100 DOLLARS (\$2,000.00) with interest from date at the rate of Eight percent (8%) per annum, repayable in 48 equal monthly installments of \$48.83 each, beginning January 15, 1974, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 66, Section A, in DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Pages 9 through 14, in the office of the Chancery Clerk of said County.

BEGINNING at a point in the west line of Embassy Circle at the southeast corner of Lot 67 of said subdivision 398.4 feet south of the south curb line of Embassy Circle, produced; thence south along the west line of Embassy Circle 70.0 feet to a point at the northeast corner of Lot 65 of said subdivision; thence west 117.97 feet to a point at the northwest corner of said Lot 65; thence north 70.0 feet to a point at the southwest corner of said Lot 67; thence east 119 feet to the point of beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 136, Page 475, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Dennis Lee Lester
Dennis Lee Lester
Carol Lester
Carol Lester

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dennis Lee Lester and Carol Lester, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 6th day of December, 1974.



Bobbie M. Buswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

Instrument was filed for record at 10 o'clock 20 minutes A.M. 10 day of Dec. 1974, and that the same has been recorded in Book 182 Page 36 records of REAL ESTATE TRUST DEEDS

2.50

10

Dec. 1974

CANCELLED BY AUTHORITY RECORDED IN BOOK

915 PAGE 346
THIS 23 DAY OF June 1977
W. E. Adams
CHANCERY CLERK

37

CANCELLED BY AUTHORITY RECORDED IN BOOK

714 PAGE 346
THIS 17 DAY OF June 1977
W. E. Adams
CHANCERY CLERK
J. S. Cleveland

DEED OF TRUST

THIS INDENTURE, made this 3rd day of December, 1974
between CHARLES B. LAWHORN and wife, LILA M. LAWHORN
of the first part, and LOUIS F. FOWLER and wife, ANNA R. FOWLER
of the second part.

WITNESSETH, That whereas said parties of the first part, being indebted to the said party of the second part in the sum of \$8,500.00 bearing interest at the rate of 8% per annum, being due and payable in monthly amortized installments of \$60.00 per month with the first installment being due on January 15, 1975 and all subsequent installments being due on the 15th day of each month thereafter until paid in full unless sooner paid.

and part of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by L. Wade Harrison, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 753, Section "C", Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 19, 20, 21 and 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

Payment may be made before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein directed. Should the parties of the first part promptly pay the above stated indebtedness on or before ~~xxxx~~ as herein provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Charles B. Lawhorn
Charles B. Lawhorn
Lila M. Lawhorn
Lila M. Lawhorn

STATE OF TENNESSEE, SHELBY COUNTY,

Personally appeared before me, A Notary Public of said County, the within named CHARLES B. LAWHORN and wife, LILA M. LAWHORN who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under hand and official seal this 3rd day of December, 1974.
L. V. Hamberlin
Notary Public

My Commission Expires: June 25, 1974
STC 30419

RETURN TO SECURITY TITLE CO.
1444 E. SHELBY, SUITE 429
MEMPHIS, TENNESSEE 38116

30 A. 10
182 37 Dec.

...at 10 o'clock
...the same has been
...ESTATE TRUST DEEDS

The 10 day of Dec, 1974.

3.50

SEAL

H. P. [Signature]
CLERK

CURTIS R. USRY, ET UX, GRANTORS

TO

DEED OF TRUST

FRANKLIN EASON O'DANIEL, ET UX,
, BENEFICIARY

This indenture made this 9th day of December, 1974 between Curtis R. Usry and wife, Betty Hollowell Usry, called First Party and Franklin Eason O'Daniel and wife, Mary Margaret O'Daniel, called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Four Thousand Five Hundred Dollars (\$4,500.00) evidenced by one promissory note of even date bearing 6% interest due and repayable in 60 equal amortized monthly installments of Eighty Seven Dollars (\$87.00) the first installment due 15th day of January, 1975 and one installment due monthly thereafter until paid in full, with each installment to be applied first toward accrued interest and the balance toward reduction of principal, and the First Party having agreed to secure the prompt payment of the same when due:

THEREFORE, in consideration of the premises and the sum of One Dollar to the First Party paid by William L. Rone, Trustee, the First Party has this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 9B, Juanita Acres Subdivision, Second Revision, in Section 30 Township 2 South, Range 7 West, DeSoto County, Mississippi as shown on the recorded plat of said subdivision in Plat Book 9, Page 23 in the office of the Chancery Clerk of DeSoto County, Mississippi and containing 1.72 acres, more or less, to which plat reference is hereby made for a more particular description of said Lot.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

First party covenants with Second Party to maintain fire and extended coverage insurance on any buildings located on said land during the life of this trust deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be

applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the date written above.

Curtis R. Usry
Betty Hollowell Usry
Grantors

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Curtis R. Usry and wife, Betty Hollowell Usry,, who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 1st day December, 1974.

Kathleen S. Goodwin
Notary Public

My Commission expires:
Jan 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 10 day of Dec 1974, and that the same has been recorded in Book 182 Page 38 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Dec 1974.

Fees \$ 3.00 pd.

SEAL

H. P. Ferguson CLERK

Paid, Satisfied and Canceled
This 13 day of Jan 19 76
Franklin Cassin O'Daniel
Attest Mary Margaret O'Daniel
H. P. Ferguson
Chancery Clerk

Paid, Satisfied and Cancelled.
This 7 day of January 1976
Security Bank of Hernando
Hernando, MS

Attest
D. W. Walker, Clerk
First Presbyterian
Church, Hernando, Miss.
To DEED OF TRUST
Security Bank of
Hernando

THIS INDENTURE, Made this 6th day of December 1974
between First Presbyterian Church, Hernando, Mississippi
of the first part,
and Security Bank of Hernando of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Five Thousand Dollars (\$5,000.00) evidenced by a promissory note of even date, bearing 9-1/2% interest, due and repayable in 60 equal amortized monthly installments of \$105.01, first of said installments shall be due January 25, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to principal

and any further amount that the party of the second part may furnish the party of the first part during the year 1974 not to exceed... Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by George S. McIngvale Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on land, and all the crops of every kind to be grown by... during the year 1974...

The land lying and being situated in the Town of Hernando, DeSoto County, Mississippi, in Section 18, Township 3, Range 7 West, described as BEGINNING at the center of Mt. Pleasant Road 830.72 feet south of where said Mt. Pleasant Road intersects with the north section line of Section 18, Township 3, Range 7 West; thence east along the south line of Meredith M. Walker, et ux, lot 311.0 feet to an iron pin; thence south 143.5 feet along the Robison property line to a stake; thence south along said Robison property line 308.6 feet to a stake in the center of Mt. Pleasant Road; thence north along the center of said Mt. Pleasant Road a distance of 141.5 feet to the point of beginning and being the same lot described as the Carter lot in a plat of survey made by J. E. Lauderdale, C. E. of date February, 1957 and of record in Book 43, page 507 of the deed records of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt... he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the maturity day of... this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part, its agent or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature B the date written above.
Witness J. A. Massey, Moderator of Session
Frances Lauderdale, Clerk of Session



STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named First Presbyterian Church by J. A. Massey and Frances Lauderdale, Moderator and Clerk of the Session they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 10th day of December 1974
My Commission Expires: (SEAL) Barbara J. Crumshaw Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY
of said County, this day personally appeared the above named of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P.M. day of Dec. 1974, and that the same has been recorded in Book 40 of REAL ESTATE TRUST DEEDS

10 day of Dec 1974.
2.50
H. P. [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

PAGE

DAY OF

Subordination Agreement
Assignment of this Instrument Recorded in
Real Estate T/D Book

No. 228 Page 18

This the 13 day of July 19 78

H. D. Ferguson

41

This Indenture, made by and between PALOMAR ENTERPRISES, INC., a Tennessee Corporation
authorized to do business in the State of Mississippi

party of the first part: Joel Walker party of the second part, as Trustee, and
Concrete, Inc., a Mississippi Corporation of Tunica, Mississippi

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lots 213 and 214 and part of Lots 9 and 10 in the Town of Hernando, Mississippi, lying in Section 13, Township 3, Range 8 West. Said property fronting on the south side of Valley Street with a frontage of 131 feet by a depth of approximately 198 feet between Memphis Street and Caffey Street in the Town of Hernando.

This conveyance is made in trust, however, to secure the payment of \$100,000.00 evidenced by the following promissory notes of even date herewith:

A single promissory note of even date herewith in the principal amount of One Hundred Thousand and No/100 Dollars together with interest thereon at the rate of nine and three-fourths percent (9.75%) until paid. Said note is payable on or before five (5) years from date and is executed by party of the first part for value received.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts thereof to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby, this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all sums due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 31st day of October, 1974

PALOMAR ENTERPRISES, INC.
BY: Carl Whittington
Carl Whittington

CANCELLED BY AUTHORITY RECORDED IN BOOK

238 PAGE 227

THIS 16 DAY OF Feb. 19 79

H. D. Ferguson
CHANCERY CLERK

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in the State and County aforesaid, personally appeared CARL WHITTINGTON with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of PALOMAR ENTERPRISES, INC., a Tennessee Corporation, the within named bargainer, a corporation, and that he as such President, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President

WITNESS MY hand and Notarial Seal at office the day and year above written.

Richard A. Wilton

Notary Public

Comm Exp 4-16-78

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Carl Whittington

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand and seal this the 31st day of October, 1974

Donald E. Wilton

Notary Public

MY COMMISSION EXPIRES JULY 26 1976



Person Responsible for payment of taxes: Carl Whittington, 2261 Elvis Presley Blvd.

of	Company	PHONE 525-4343	TENNESSEE • 38103	DEED	ES, Inc.	Trustee	OF	Sara	as	Clerk	Office Recorder for the	heretofore certify that the	filed for record in my	P. M., and has been	of Record	al seal, this	19	Clerk.	e only guaranteed	estate title losses.	Form # 1
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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 11 day of Dec, 1974, and that the same has been recorded in Book 182 Page 41 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Dec, 1974.

Fees \$ 4.00 pd.

SEAL

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
549 PAGE 398

THIS 29 DAY OF July 1974 IS 91

W. E. Davis
Chancery Clerk

Assignment of this instrument in
Real Estate T. D. 193 Page 534

This the 1 day of Dec 19 75

H. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of December, 1974, among the Grantor, George R. Winfield and wife, Barbara Jean Winfield

Tom B. Scott, Jr. (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, Unifirst Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is P.O. Box 1818, Jackson, Mississippi (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 6, Section "A" Revised, Melwood Subdivision, in Section 20, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 18, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of twenty five thousand and no/100---- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents; Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

George R. Winfield
George R. Winfield -Borrower

Barbara Jean Winfield
Barbara Jean Winfield -Borrower

Star Route 65 A
Southaven, Mississippi 38671

Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named George R. Winfield and wife, Barbara Jean Winfield who acknowledged that she signed and delivered the foregoing instrument on the 9th day of December, 1974, A.D., 1974.



Joseph B. Gentry
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument filed for record on 11 day of Dec., 1974.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 11 day of Dec., 1974, and that the same has been recorded in Book 182 page 43 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Dec., 1974.
Fees \$ 5.00 pd.
H. P. Gentry
Clerk

5.00 00



DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
Barleigh Kelton Hunter, and wife, Martha Hunter

of the first part, hereinafter designated as the Grantor,
Robert Q. Whitwell

Trustee, of the second part, hereinafter designated as Trustee, and
Manager
CREDITHRIFT of America, Inc. 3952 Park Ave. Memphis, Tn. 38111
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Fourteen thousand seven hundred sixty DOLLARS

(\$ 14760.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 7 per centum per annum after
12-2-75 with a service charge of 4% of the total note and a main fee of \$1.00 per month
23x providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: 12 equal and consecutive payments payments of \$1230.00 per month
1st note payable on 2nd day of January, 1975 and the following payments on the 2nd of each month
thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:
one acre (1) in the southwest corner of the Northwest Quarter of Section 26, Township
1 south, Range 7 west more particularly described as follows: Beginning at a point in
the center line of Malone Road said point being midway between the north and south lines
of said Section 26, said point being further described as being the southwest corner
of the Northwest Quarter of Said Section 26, said beginning point being monumented by
an iron pin located 25 feet due east; thence from said beginning point in an easterly
direction and running parallel with the centerline of Malone road, the same being the west
line of Section 26, a distance of 200 feet to a stake; thence, west and again parallel
with the quarter section line a distance of 217.8 feet to a point in the centerline of
Maline road, or the west line of section 26, thence south and running with the center
line of malone Road a distance of 200 feet to the point of beginning, being the same
tract conveyed to Hohn William Trusty, et us by Pyramid Corp. under deed dated October 14
1964, recorded in Deed Book 59, Page 167.

CANCELLED BY AUTHORITY INCORPORATED IN BOOK
211 1968 122
THIS 4 DAY OF May 19 72
H. S. Ferguson
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 335 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereof secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of the interest are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder, of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder, of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of December 1974

Burleigh K Hunter
Mrs B K Hunter

STATE OF Tenn.
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Burleigh K. Hunter and Martha L. Hunter who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of December 1977

My Commission Expires:

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 11 day of Dec, 1974, and that the same has been recorded in Book 182 Page 47 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Dec 1974.

\$ 5.00-00

H. N. Ferguson, Clerk

Lot 1225, Section F, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 180 at Pages 69 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 6th day of December, 19 74.



WORTMAN & MANN, INC.

BY: Don Barkley, Exec Vice Pres.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 6th day of December, 19 74.



Sarah B. Hubbard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 11 day of Dec. 1974, and that the same has been recorded in Book 182 Page 50 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Dec. 1974.

Fees 2.50

[Signature]

Assignment - this instrument recorded in
Real Est T/D Book
No. 362 Page 726
This the 15 day of April 19 86
H.D. Johnson

5)

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 9th day of December, 1974, by and between

ROBERT E. CUNNINGHAM and wife, MARTHA V. CUNNINGHAM

, hereinafter called the Grantor,

G. L. Oates, hereinafter called the Trustee, and

WORTMAN & MANN, INC.,

a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1237, Greenbrook Subdivision, Section F, located in DeSoto County, Mississippi, Section 19, Township 1 South, Range 7 West, as recorded on Pages 46, 47 and 48, of Plat Book 9, in the Chancery Clerk's Office of DeSoto County Court Building, Hernando, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

WORTMAN & MANN, INC.,

a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand Five Hundred and No/100 Dollars (\$ 34,500.00) with interest from date at the rate of Eight & one-fourth per centum (8 1/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

Wortman & Mann, Inc., 444 North State Street, Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Fifty-Nine and 44/100 Dollars (\$ 259.44), commencing on the first day of February, 1974, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

Assignment of this instrument recorded in
Real estate T/D Book
No. 501 Page 432
This the 13 day of Mar. 19 80
W.E. Davis Clerk
By ASOC

Assignment of this instrument recorded in
Real Estate T/D Book
No. 454 Page 240
This the 8 day of Nov 19 85
W.E. Davis by Clerk DC

Assignment of this instrument recorded in
Real estate T/D Book
No. 182 Page 435
This the 1 day of Jan 19 75
H.D. Johnson

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date, the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this Deed of Trust, and any other deed or instrument which remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and date of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Robert E. Cunningham
Robert E. Cunningham

Martha V. Cunningham
Martha V. Cunningham

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named Robert E. Cunningham and Martha V. Cunningham his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 9th day of December, 19 74.

My Commission expires: 2-19-76

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 12 day of Dec, 1974, and that the same has been recorded in Book 182 Page 51 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Dec, 1974.

Fees \$ 5.00 pd.

SEAL

H. P. Jergust
CLERK

54

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 275 Page 394
This the 4 day of Aug. 19 81

Partial Release of this Instrument Recorded in
Real Estate T10 Book
No. 292 Page 685
This 9 day of Feb. 19 83

Partial Release of this Instrument Recorded in
Real Estate T10 Book
No. 292 Page 672
This 8 day of Feb. 19 83

H. D. Ferguson
Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Robert K. Wiggins, et ux,
Virginia A. Wiggins
To { DEED OF TRUST
Milton M. Wheeler, et
al.

THIS INDENTURE, Made this 11th day of December 19 74
between Robert K. Wiggins and his wife, Virginia A. Wiggins, First
Parties, and Milton M. Wheeler, Mrs. Mamie W. Thomas, Mrs. Verona S.
Wheeler, and Mrs. Jane W. Pennington, Parties of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies
of the second part in the sum of Fifteen Thousand, One Hundred Twenty Dollars,
evidenced by their one note or even date herewith, for said amount and due in
eight equal annual installments of principal in the amount of \$1,890.00 each, with one of
said installments due definitely on 1, 2, 3, 4, 5, 6, 7, and 8 years after date, respectively, and
with each of said installments bearing 7 1/2% interest per annum, payable annually, from date
until paid, said interest being payable annually on the total unpaid principal balance, and
which said note carries no pre-payment privileges.

and the part ies of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part
paid by F. C. Holmes, Jr., Trustee, the part ies of the first part have this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

10.11 acres, situated in the Southeast Quarter of Section Twelve (12), Township Four (4),
Range Eight (8) West, located on the West side of U. S. Highway No. 51, and being more
particularly described as follows, to-wit:

Lot No. Eight (8) of the "Division of Wheeler Farms, First Addition", as shown on
Subdivision Plat of same prepared by J. E. Leuderdale, Civil Engineer, in March, 1974,
and of record in Plat Book 12, Pages 48-49, in the Chancery Court Clerk's Office, DeSoto
County, Mississippi, and to which plat full reference is now made for a particular description
of said lands.

Said lands are the same lands conveyed to First Parties by Second Parties by warranty deed
now being filed for record, and this is a purchase money deed of trust securing the payment
of the deferred part of the purchase price for said lands and this is a first and paramount
lien against said lands.

The aforementioned note provides, and First Parties hereby understand and agree, that the
failure to pay any one of the aforementioned annual installments of principal when due,
or said annual interest, shall operate at the option of the owners or holders of said note,
to mature the entire indebtedness and the same may be declared at once due and payable.

RELEASE CLAUSE: And for a valuable consideration, the receipt of which is hereby acknowledged,
Second Parties hereby agree to release from the lien of this deed of trust a reasonable
amount of said lands when First Parties desire such for construction loan purposes, the
location of said lands to be mutually agreed upon by the Parties, and with First Parties
to furnish Second Parties a proper survey by a competent engineer of the agreed lands to
be released.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness
and interest, all as hereinbefore provided, then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part
their assigns or legal representatives, can at any time appoint a Trustee in and in his stead.

Witness OUR signature S the date written above.
Witness: _____
Robert K. Wiggins
Virginia A. Wiggins

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Robert K. Wiggins and his wife, Virginia A. Wiggins of said County, the within named
who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of December 19 74.
My Commission Expires January 5, 1976. (SEAL)
H. D. Ferguson Clerk
D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named
depose and say that he saw the above named _____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
and delivered the same to the said Trustee, that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no. 182 P. M. 11 day of Dec. 1974, and that the same has been
recorded in Book 182 54 of REAL ESTATE TRUST DEEDS

of said County, this day of Dec. 1974.
2.50

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between BEAMUS BRUNT and wife,
LORENE BRUNT

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

SANDY BETTS of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
NINE THOUSAND NINE HUNDRED AND 00/100----- DOLLARS
(\$ 9900.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 6 per centum per annum after
providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

360 equal monthly installments of \$59.36 each, the first installment being due
and payable on the 15th day of January, 1975, with a like installment being
due on the same day of each successive month thereafter until paid in full.

Default in the payment of the principal and interest installments due hereunder
shall cause the entire unpaid indebtedness of this note to become due and payable
at the option of the owner and holder of this note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

10.1 acres, more or less, situated in Section 26, Township 2, Range 7 West, DeSoto
County, Mississippi, and more particularly described as follows, to-wit: COMMENCING
at the southwest corner of said Section 26; thence east along the south line of
said Section 26, 1320 feet to a point; thence north along the west line of the east
half of the southwest quarter of said Section 26, a distance of 40 feet to a point;
thence west and parallel to the south line of said section, a distance of 293 feet
to the point of beginning of the following described lands; thence north along the
west line of the Chalmers property, a distance of 357.48 feet to a point that is the
northeast point of said Chalmers property; thence west and parallel to the south
line of said section, a distance of 293 feet to a point on the west line of the
east half of the southwest quarter of said section; thence north along said west
line, a distance of 945.63 feet to a point; thence east a distance of 418 feet
to a point; thence south a distance of 1,303.11 feet to a point, said point being

40 feet north of said section line; thence west a distance of 125 feet to the point of beginning, containing 10.1 acres, more or less.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either in the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, or as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable from the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of December 19 74.

Beamus Brunt
 BEAMUS BRUNT
Lorene Brunt
 LORENE BRUNT

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named BEAMUS BRUNT and wife, LORENE BRUNT who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of December, 19 74.
 My Commission Expires: My Commission Expires Jan. 18, 1977
Edgar M. Soper
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 9 o'clock
45 minutes A M. 12 day of Dec, 1974, and that the same has been
 recorded in Book 182 Page 55 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 12 day of Dec, 1974.
 Fess 5.00 fee.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between RICHARD L. JONES AND WIFE, MARGARET JONES

of the first part, hereinafter designated as the Grantor,

James W. Amos

Trustee, of the second part, hereinafter designated as Trustee, and

FRANK FOTI

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of SIXTEEN THOUSAND FIVE HUNDRED FOUR AND 11/100 DOLLARS (\$ 16,504.11) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

111 equal monthly installments of \$210.87 each, the first of said installments being due and payable on or before December 15, 1974, and a like installment being due and payable on or before the 15th day of each successive month thereafter.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

A 10.202 acre tract in the northwest quarter of Section 21, Township 2 South, Range 5 West in DeSoto County, Mississippi, beginning at the northwest corner of Section 21, Township 2 South, Range 5 West in DeSoto County, Mississippi; thence south 7 degrees 14 minutes 20.4 seconds east along the west line of said section 660.0 feet to a point; thence north 83 degrees 24 minutes 17.2 seconds east 1320.07 feet to a point, said point being the northwest corner of a 10.202 acre tract and being the point of beginning; thence south 7 degrees 14 minutes 20.4 seconds east and being parallel to the west line of said section 462.80 feet to a point; thence north 83 degrees 24 minutes 17.2 seconds east 1040.73 feet to a point in the east right of way line of Pidgeon Roost Road (80 ft. wide); thence north 26 degrees 32 minutes 16.1 seconds west along the west right of way line of Pidgeon Roost Road 492.29 feet to a point; thence

Copyright Mississippi Bankers Association

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 183 Page 408
This the 24 day of Feb 1975
H. D. Ferguson, Clerk

CANCELLED BY AUTHORITY RESERVED IN BOOK
378 PAGE 245
3 DAY OF Oct 1974
A. D. Ferguson
CHANCEY 25

58
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 182 Page 225
This the 25 day of Dec 1974
H. D. Ferguson, Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 182 Page 225
This the 25 day of Dec 1974
H. D. Ferguson, Clerk

south 83 degrees 24 minutes 17.2 seconds west 879.02 feet to the point of beginning. Containing 444,396.710 square feet or 10.202 acres.

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before the actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary hereinafter, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of December 19 74.

Richard L. Jones
RICHARD L. JONES
Margaret Jones
MARGARET JONES

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Richard L. Jones and wife, Margaret Jones who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 5th day of December 19 74.

My Commission Expires: My Commission Expires Jan. 18, 1977. *Erny M. Saffin*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

Testify that the within instrument was filed for record at 9 o'clock
45 A. 12 182 58 Dec. 1974, and that the same has been

12 Dec.

5.00

FULLY PAID AND SATISFIED

DATE: 8/2/02
UNITED STATES OF AMERICA
RURAL DEVELOPMENT

BY: [Signature]
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31.F.R.14109

ATTEST: [Signature]
CHANCERY CLERK

[Signature]
M. Calhoun, DC

USDA-FHA
Form FHA 427-1 MS
(Rev. 7-1-73)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, December 11, 1974,
J. T. Wright, Jr., also known as (date)

by and between the undersigned / James T. Wright, Jr. and wife, Thelma B. Wright

residing in DeSoto County, Mississippi, whose post office
address is Route 1, Box 259, Hernando, Mississippi 38632

grantor(s), herein called "Borrower," and Aaron R. Coolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or
assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein
shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being
executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing accel-
eration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described
as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
December 11, 1974,	\$18,270.00	9%	December 11, 2007

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment
thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the
Government, or in the event the Government should assign this instrument without insurance of the note, this instrument
shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment
of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage
to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign
unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

Part of the Southwest Quarter of Southeast Quarter, Section 36,
Township 3, Range 8 West, DeSoto County, Mississippi.

Begin at intersection of center of Ranch Road and east line
Southwest Quarter of Southeast Quarter, Section 36, Township
3, Range 8 West; thence south 85 degrees 45 minutes west along
center said road 208.71 feet to a point; thence north 6 degrees
15 minutes west 208.71 feet to a point; thence north 85 degrees
45 minutes east 208.71 feet to a point, in said east quarter
section line; thence south 6 degrees 15 minutes east along
said east line 208.71 feet to the point of beginning and containing
1.0 acres, more or less. All bearings are magnetic.

FHA 427-1 MS (Rev. 7-1-73)

Subject to right-of-way and telephone line easements across the South side of said property as shown on deed recorded in Deed Book 90, Page 229 in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

James T. Wright, Jr.

JAMES T. WRIGHT, JR.

Thelma B. Wright

THELMA B. WRIGHT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within-named J. T. WRIGHT, JR., a/k/a JAMES T. WRIGHT, JR., and THELMA B. WRIGHT, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 11th day of December, 1974

My commission expires:

March 3, 1976

(SEAL)

James C. ...
(Signature)

NOTARY PUBLIC

(Title)

My Commission Expires:

40

A. 12
182

61

Dec.

12

Dec.

H. G. Ferguson Clerk

5.00

CANCELLED BY ATTORNEY RECORDED IN BOOK
186 Page 153 65
THIS 27 day of May 1975
J. D. Clements
CHANCELLER

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JAMES D. CLEMENTS and wife,
SHERYL M. CLEMENTS

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS
(\$ 38,500.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

on or before the 3 day of May, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

10.41 acres, more or less, located in Section 10, Township 2
South, Range 6 West, DeSoto County, Mississippi, described as
commencing at a point recognized as the Southwest corner of
said Section 10; thence East 2,204 feet along the South line
of said Section to a point; thence South a distance of 90.0
feet to a point in the center line of College Road, said point
feet to a point in the center line of College Road, said point
being the point of beginning of the herein described tract;
thence North 01 degrees 00 minutes 45 seconds East a distance
of 1,076.20 feet to an iron pin; thence North 00 degrees 00
minutes 36 seconds East a distance of 334.02 feet to an iron
pin; thence North 89 degrees 40 minutes 39 seconds East a
distance of 312.07 feet to an iron pin; thence South a distance

of 1,420.64 feet to a point in the center line of College Road; thence along the center line of College Road with the following calls: A circular curve whose central angle is 07 degrees 35 minutes 51 seconds right; whose radius is 2,500 feet; whose arc length is 331.50 feet to a point, said point being the point of beginning, containing 10.41 acres, more or less. All bearings being referenced to true North as determined from solar observation.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of November 1974.

James D. Clements
JAMES D. CLEMENTS
Sheryl M. Clements
SHERYL M. CLEMENTS

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____ who severally acknowledged that they James D. Clements and wife, Sheryl M. Clements signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of November 1974.
My Commission Expires: *Nov 24, 1975*
Linda C. Perry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 12 day of Dec. 1974, and that the same has been recorded in Book 182 Page 65 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Dec. 1974.
5.00 pd.
H. N. Y.erguson, Clerk

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, JAMES E. McGEHEE & COMPANY, INC., does hereby release from the lien of the Deed of Trust given by W. H. HOPPER & ASSOCIATES, INC., to MAX B. OSTNER, Trustee for the benefit of James E. McGehee & Company, Inc., which Deed of Trust is dated the 8th day of August, 1973, and recorded in Deed of Trust Book 164, Page 187, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lot 12, Section A Revised, Lakewood Estates Subdivision, as shown by plat recorded in Plat Book 11, Pages 1-3 in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 164, Page 187, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of JAMES E. McGEHEE & COMPANY, INC., by its duly authorized officer, this the 6th day of December, 1974.

JAMES E. McGEHEE & COMPANY, INC.

By: [Signature]

Title: Vice-President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Max B. Ostner, Jr., of JAMES E. McGEHEE & COMPANY, INC., who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 5th day of December, 1974.



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 12 day of Dec. 1974, and that the same has been recorded in Book 182 Page 68 of the records of REAL ESTATE TRUST DEEDS

Fee 2.50

12 day of Dec., 1974.

CANCELLED BY AUTHORITY RECORDED IN BOOK
 219 PAGE 379
 14 DAY OF Dec 19 1977
 H. S. Ferguson
 CHANCERY CLERK

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**REAL ESTATE
 DEED OF TRUST-MISSISSIPPI**

First Payment Date 1-10-75	Final Payment Date 12-9-77	Loan Number 7801-	Date of Note 12-9-74	No. of Pay'ts 36	Amt. of Each Pay't 109.32
Agreed Rate of Chg. std	Cash to Borrower 404.62	Recording Fee 2.50	Vehicle Ins. Premium	Household Goods Insurance Premium 117.00	
Accident & Health Insurance Premium 139.71	Life Ins. Premium 88.55	Prin. Am't of Loan 3018.92	Interest and Charges 916.60	Amount of Note 3935.52	

(GRANTORS)
 (Names and Addresses)
 Mary Lee Murphy
 Ira Lee Murphy
 Rt. 3 Box 360
 Olive Branch, Ms. 38654

(GRANTEE)
 COMMERCIAL CREDIT PLAN
 A Tennessee Corporation hereinafter called
 Commercial Credit Plan, Inc.
 3090 S. Perkins
 Memphis, Tn. 38118

THIS DEED OF TRUST made the date indicated immediately above the signature lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the instalment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- If default should be made in the prompt payment of any instalment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantee become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is B R Mulholland and
Hines No. 1139 Shalimar Dr. Street, Jackson, Ms
 County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees
 from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto
 and State of Mississippi, described as House and Lot as Miller, Miss on Section 18, Township 2 Range 5.
Described as beginning at the Southeast corner of Lula Flinn's lot and running thence North
43 Degrees and 10 Minutes East with Wm Schnider line 213 feet the Northwest corner of Schnider lot
3 thence North 46 degrees and 50 Min. West 30 feet more or less to the corner of Daniel Wofford
Lott hence So 43 degrees and 50 minutes East 30 Feet more or less to the point of beginning and
being in Section 18, Township 2, Range 5

Liens or Encumbrances against Realty (If none, insert "None")

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this _____ 19____

Signed, sealed and delivered in the presence of:
 _____ (Seal)
 _____ (Seal)
 (See over for Acknowledgment)

Original—For Recording
 Duplicate—Office File
 Triplicate—Customer

ACKNOWLEDGMENT

Tennessee
STATE OF ~~MISSISSIPPI~~ COUNTY OF Shelby TO WIT:

That on this 9th day of December, 1974, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Mabel May Murphy

and declared the same on the day and year therein mentioned. they executed

Given under my hand the day and year above written.

My Commission Expires

3 2 1 7

Dandra S. Williams

Notary Public.

(Notarial Seal)

Also, a lot or parcel of land in Miller, Ms. on NWquarter section 18, township two, range 5 in Desoto county, Ms or more particularly described as beginning at a stake on the north side of KCMR (now Frisco RR) 75 feet from the center or dis RR 31.6 feet southeast to the southeast corner lot conveyed by JJ Miller to Buckley, running thence 46 degrees and 50 Minutes East parallel with the RR 3 1/2 feet to a stake, thence north at right angles said RR 304 feet to a stake thence south 43 degrees and 10 minutes west 280 feet to the point of beginning and being known as the AG Cochran land. Alsp. lot in the town of Miller, county of Desoto State of Ms. Described as beginning at the southwest corner of lot 6 conveyed to JJ Miller by JW Tatlor and running thence north 43 degrees and 10 minutes east with Taylors line 120 feet to a stake thence north 46 degrees 50 minutes west 30 feet mor or less to the lot conveyed by JJ Miller to Daniel Warford thence south 43 degrees 10 minutes west with said woffords line 120 woffords southeast corner thence south 46 degrees 50 minutes east 30 feet more or less to the point of beginning and being on section 18 township two range 5.

Received	of	Recorded	No.	By

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 12 day of Dec. 1974, and that the same has been recorded in Book 182 Page 69 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. [Signature] CLERK

day	79	day		day	
-----	----	-----	--	-----	--

of 127

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of January, 19 74, made and executed by Roy W. Bailey, Jr.
and Louise R. Bailey of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 170 on page 201
of the Record of Trust Deeds, on the 17th day of January, A. D. 19 74, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 10th day of Dec, 1974

THE HERNANDO BANK
[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elain M. Barber
in and for County and State aforesaid: A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so to.

Given under my hand and seal of office this 10th day of Dec, A. D. 19 74



Elain M. Barber

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 12 day of Dec, 1974, and that the same has been
recorded in Book 182 Page 71 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of Dec, 1974.

[Signature]

old
pk1

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi
the beneficiary, does hereby certify that a certain trust deed
bearing date the 18th day of September 1973, made and executed by J.L. Mercer, Robert W. Brown
J. Pickle, Trustees of Nesbit Church of Christ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 47
of the Record of Trust Deeds, on the 24th day of September, A. D. 1973, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 10th day of Dec 1974

THE HERNANDO BANK

[Signature]
A. S. BALLARD, JR., PRESIDENT

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elvin M. Barber
in and for County and State aforesaid, A. S. BALLARD, JR., PRESIDENT who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.



Given under my hand and seal of office this 10th day of Dec, A. D. 1974
Elvin M. Barber

LAWRENCE-GREENWOOD 67644

no A. 12
182 72 Dec.
\$ 2.50 pd 12 Dec.
N. D. Ferguson, Clerk

218 PAGE 818
 THIS 29 DAY OF November 19 77
 H. S. Ferguson
 CHANCERY CLERK

Branch H90 No. Mos 180
Nov 24 19 74

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, CHARLES EUGENE LEVERNE AND PEGGY ANN LEVERNE

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON Mississippi, hereinafter called Beneficiary, in the sum of TWENTY TWO THOUSAND SIX HUNDRED NINETY EIGHT Dollars (\$22,698) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 126.10, the first of said installments being due and payable on the 5 day of MARCH, 1975, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by JOHN H FOX III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the JOHN H FOX III Trustee, all the real estate in the County of DESOUE State of Mississippi, described as follows:

Beginning at the northwest corner of Section 18, T-2-S, R-7-W; thence south 5 deg. 14 min. 50 sec. east along the west line of said section 2203.25 ft. to a point; thence north 85 deg. 29 min. 25 sec. east 800.0 ft. to a point, said point being the northwest corner of parcel #4 and being the point of beginning; thence north 85 deg. 29 min. 25 sec. east 266.18 ft. to a point; thence south 4 deg. 30 min. 20.2 sec. east 440.14 ft. to a point; thence south 85 deg. 25 min. 20 sec. west 265.0 ft. to a point; thence north 4 deg. 39 min. 32.9 sec. west 440.45 ft. to the point of beginning.

For source of title see book 43 page 392. ✓

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee, that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments, that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary hereto, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 24 day of NOVEMBER, 1974

John R. Franklin Jr.
WITNESS

Clarence Eugene Laverne
Peggy Ann Laverne

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of 19

Notary Public
My Commission Expires:

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John R. Franklin one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and said that he saw the within names Clarence Eugene Laverne and Peggy Ann Laverne

husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III. (Trustee)

Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Peggy Ann Laverne and Clarence Eugene Laverne husband and wife.

GIVEN under my hand and official seal, this the 24th day of November, 1974

Notary Public Signature



STATE OF MISSISSIPPI, WINDO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. of Dec. 12, 1974, and that the same has been recorded in Book 182 Page 73 of REAL ESTATE TRUST DEEDS

4.00

12 Dec. 1974

Notary Public Signature

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

MALCOLM D. BAXTER, JR.,

of the first part, hereinafter designated as the Grantor,

H. R. Garner, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TEN THOUSAND AND NO/100 ----- DOLLARS
together with possible future advances up to an additional \$60,000.00,
(\$10,000.00)/evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate ~~6%~~ ~~per cent per~~ ~~annum~~ ~~after~~
reflected in said promissory note,
providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before six (6) months from date, being June 9, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

Subordination agreement
Instrument recorded in
Book No. 182 Page 127
This 18 day of Dec 74
H. S. Ferguson Clerk

76

The West Parts of Lots No. 317 and No. 320 and the East Parts of Lots No. 318 and No. 319 in the Town of Hernando, DeSoto County, Mississippi, described as:

A Lot in Section 13, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as: The West Part of the Town of Hernando Lots 317 and 320, 40 feet wide, more or less, running through both of said Town Lots due North; and the East Part of Town Lots 318 and 319, being a strip 40 feet wide, more or less, running through both of said Town Lots due North; and further described as bounded on the South by Holly Springs Street; on the North by North Street; on the West by the East line of McArthur lot (shown by old fence row); and on the East by the Tippitt lot (shown by old fence row); and being part of the same property conveyed to T. P. Flinn, Jr. by deed of date January 3, 1967, of record in Book 72, Page 376 of the deed records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the notes secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of Dec, 1974.
December, 1974.

Malcolm D. Baxter, Jr.
Malcolm D. Baxter, Jr.

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named MALCOLM D. BAXTER, JR., who ~~personally~~ acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 12th day of December, 1974.
My Commission Expires April 3, 1975 ✓ *Mable S. Hays* Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 12 day of Dec, 1974, and that the same has been recorded in Book 182 Page 75 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of Dec, 1974.

FEE \$ 5.00 pd

Mable S. Hays

78

Paid, Satisfied and Cancelled
This 23 day of Dec 1974

By [Signature]
Chancery Clerk of D.W. McLean, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Hernando Church of Christ

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 2nd day of December 19 74
between Trustees of Hernando Church of Christ

and The Hernando Bank of the first part,
of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Eight Thousand Dollars (\$8,000.00) evidenced by one promissory note of even date bearing 8% interest per annum due and repayable in four equal annual installments of \$2,000.00 each, the first installment due December 1, 1975 and one installment due annually thereafter,

... payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the ...

The land in the Town of Hernando, DeSoto County, Mississippi described as follows, to-wit:
1.7 acres in Section 13, Township 3, Range 8 being part of Lots 466 and 467 as shown on the original map of the Town of Hernando on file in the office of the Chancery Clerk described as beginning at a stake in the East right of way line of U. S. Highway 51 a distance of 274.4 feet North of the Southwest corner of the Tipton resident lot; thence North with the East right of way of said Highway 310.6 feet to the Northwest corner of the Church lot; thence East 240 feet to the Northeast corner of the Church lot; thence South parallel with the Highway 310.6 feet to the Southeast corner of the Church lot; thence West with the North line of the Tipton lot 236.9 feet to the point of beginning and being the same land conveyed by deeds in Book 32, page 144, Book 49, page 223 and Book 54, page 3.

A failure to pay the installments or annual interest when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of December 19 78, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.
Trustees: The Hernando Church of Christ

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me M. C. Sparks, Sr., W. E. Manning and J. H. Scott, Trustees of Hernando Church of Christ, of said County, the within named who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 23rd day of December 19 74.
My Commission Expires Jan. 7, 1978 (SEAL) *Elvin M. Barber* Clerk
By _____ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
m of _____ A. 12 182 78 Dec. 1974, and that the same has been
INDEXED IN THE OFFICE OF THE CHANCERY CLERK OF THE COUNTY OF DESOTO, MISSISSIPPI.

257

12 Dec

H. J. Ferguson
CHANCERY CLERK

179

This Indenture, made by and between Wagner Builders, Inc.

party of the first part; Max B. Ostner, Jr. party of the second part, as Trustee; and
James E. McGehee and Company, Inc.

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot #23, in Section A of Pleasant Hill Estates East Subdivision as shown on plat appearing of record in Plat Book 11, pages 4-8 in the Chancery Court Clerk's office of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

This conveyance is made in trust, however, to secure the payment of 30,000.00 collected by the following promissory notes of even date herewith:

A Deed of Trust Note of even date herewith, with interest at a per annum rate equal to Two percent (2%) over the prime rate as announced by the National Bank of Commerce in Memphis, Tenn., such rate to vary with changes of the prime rate, but never to exceed fifteen percent (15%) per annum.

A Financing Agreement entered into between the parties on December 10, 1974, the terms of which specifically enumerate the provisions of this transaction.

and any further sums which the party of the first part, or any holder or holder of the notes hereby secured hereunder to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to bear all of the taxes and special assessments on the above described real estate, and if he fails to do so, the holder or holders of the above described promissory notes and mortgages on the premises so paid, with interest at the rate of eight per cent per annum from date of payment or date of commencement, shall receive a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said premises in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regular mortgagee's subordinated clause attached to each policy pending said insurance payable in case of loss to the party of the third part at his interest hereon, and to deliver the policy or policies and receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this indenture shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all terms due on account of insurance or particular repairs, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default as provided in all the promissory instruments described to pay the amount then due hereunder. The sale of said real estate shall be made at the time and place as may be determined by the trustee, or his assigns, who has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi, governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The trustee or trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale to his pleasure, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the selling trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor in trust.

If more than one person joins in this instrument as party of the first part, it is covenanted that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 12th day of December, 1974

WAGNER BUILDERS, INC.

Linda S. Wagner
Linda S. Wagner, Pres.
Lanny L. Wagner
Lanny L. Wagner, V. P.

STATE OF Mississippi
COUNTY OF DeSoto ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Linda S. Wagner and Lanny L. Waggoner, Pres. and V. P. of Wagner Builders, Inc. who acknowledged that L. L. W. signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed, and on behalf of the corporation.

Given under my hand and seal this the 12th day of December, 1974

My Commission Expires April 15, 1977

[Signature]
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P M. 13 day of Dec 1974, and that the same has been recorded in Book 182 Page 79 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Dec 1974.

Fees \$ 3.00 pd.

SEAL

[Signature] CLERK

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

TO

FOR THE USE OF _____ Trustee

STATE OF MISSISSIPPI
County of DeSoto ss.

[Signature] Clerk

of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 13 day of Dec A.D. 1974 and has been this day 2:45 o'clock P M.

Page _____
duly recorded in Trust Deed Record _____
WITNESS my hand and official seal, this _____ day of _____ 19____

Clerk.

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

30000

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of
DeSoto _____ in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described
Deed(s) of Trust executed by David A Skiles, Et UX,

for the benefit of Coahoma National Bank
which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 12 day of June, 1974, and recorded in Book 176 at Page 335

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone
and has been fully paid.

Witness our hand and seal, this the 3 day of December, 1974

Southaven COAHOMA NATIONAL BANK
MISSISSIPPI
Rex M. Vaughn

STATE OF MISSISSIPPI
COAHOMA COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County afore-
said, the within named Rex M Vaughn
of the Coahoma National Bank

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein
mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 3 day of December, 1974

Mary S. Stewart
Notary Public
My Commission Expires May 30, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 13 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 81 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Dec 1974.

Fees \$2.50 pd.

SEAL

H. P. Ferguson CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of
DeSoto _____ in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described
Deed(s) of Trust executed by Lula Stanley Harrison

for the benefit of Coahoma National Bank
which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 14 day of March, 19 73, and recorded in Book 155 at Page 345

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone
and has been fully paid.

WITNESS our hand and seal, this the 13 day of December, 19 74

Southaven, MISSISSIPPI
COAHOMA NATIONAL BANK

BY Rex M. Vaughn

STATE OF MISSISSIPPI
Desoto
COAHOMA COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County afore-
said, the within named Rex M Vaughn

of the Coahoma National Bank

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein
mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 13 day of December

Mary E. Eason



My Commission Expires May 20, 1978

CLARESBLE PRINTING CO.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
15 minutes A M. 13 day of Dec., 1974, and that the same has been
recorded in Book 182 Page 82 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Dec., 1974.

Fees 2.50

H. P. [Signature] CLERK

551 PAGE 292
THIS 16th DAY OF Aug. 19 91
W. E. Davis

Assignment of this Instrument Recorded in
Deed Estate 712
No. 182 598
This the 21 day of Jan. 19 75

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VA Form 24-4222 (Home Loan)
Revised December 1962. Use Op-
tional Section 1510, Title 28,
U.S.C. Acceptable to Federal
National Mortgage Association.

This instrument prepared by:
Threlkeld and Howard, P. A.
175 Tillman Street Building
Memphis, Tennessee 38111

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 11th day of December, 19 74,
by and between
JOE A. SATTERTHWAITE and wife, LENORE D. SATTERTHWAITE

, hereinafter called the Grantor; DAVID G. WILLIAMS and WILLIAM F. HERBERS
, hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS

and existing under the laws of the United States of America, a corporation organized
post-office address at 165 Madison Avenue, Memphis, Tennessee, having its principal office and
Beneficiary: hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 326, Section B, Revised, Greenbrook Subdivision in Section 19,
Township 1 South, Range 7 West, as per plat thereof recorded in
Plat Book 8, Page 51, in the office of the Chancery Clerk of
DeSoto County, Mississippi.

Included in this conveyance are the wall to wall carpets in the hall
and three bedrooms, which are, and shall be deemed to be, fixtures
and a part of the realty described above and are a portion of the security
for the indebtedness described herein.

The mortgagor covenants and agrees that so long as this mortgage and
the said note secured hereby are insured under the provisions of
the National Housing Act, or guaranteed under the provisions of the
Servicemen's Readjustment Act of 1944, as amended, he will not execute
or file for record any instrument which imposes a restriction upon the
sale or occupancy of the mortgaged property on the basis of race,
color or creed. Upon any violation of this undertaking, the mortgagee
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned:

483 PAGE 733
THIS 13 DAY OF Sept 19 89
W. E. Davis
Chancery Clerk by SC

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND AND NO/100ths---Dollars (\$ 28,000.00), with interest from date at the rate of Seven and 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of First National Bank of Memphis, 165 Madison Avenue in Memphis, Tennessee, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED AND 76/100ths Dollars (\$ 200.76), commencing on the first day of January, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 2004.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be One per centum (1 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernisation, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Joe A. Satterthwaite
Joe A. Satterthwaite

Lenore D. Satterthwaite
Lenore D. Satterthwaite

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me, the undersigned, in and for said County, the within named Joe A. Satterthwaite and Lenore D. Satterthwaite, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 11th day of December, 1974.

James B. [Signature]

Persons responsible for payment of taxes and mailing address:
Joe A. Satterthwaite and Lenore D. Satterthwaite,
5747 Woodbine, Southaven, Mississippi

My Commission Expires January 16, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock ~~PM~~ minutes A M. 12 day of Dec, 1974, and that the same has been recorded in Book 182 Page 83 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Dec, 1974.

Fees \$ 5.00 pd.

SEAL

H. P. [Signature] CLERK

Vertical text on the left margin, possibly a date stamp or filing information.

Table with columns: STATE OF MISSISSIPPI, County, I, Clerk, do h, was, 19, Reco, on th, Fee. Includes handwritten entries like '11:00 AM' and '11'.

Assignment of this Instrument Recorded in
Real Est T/D Book
 No. 362 Page 126
 This the 15 day of April 19 86
H. D. Ferguson

Assignment of this Instrument Recorded in
Real Estate T/D Book 87
 No. 189 Page 314
 This the 18 day of Aug 19 75

VA Form 24-4321 (Home Loan)
 Revised January 1974. Use Optional Section 1514, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 12th day of December, 19 74,
 by and between
Ronald Wayne McKnight and wife, Norma Jean McKnight

G. L. Oates, hereinafter called the Grantor;
Wortman and Mann, Inc., hereinafter called the Trustee, and

Wortman and Mann, Inc., a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at P.O. Box 1571, Jackson, Mississippi, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 795, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenants, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder hereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

CANCELLED BY AUTHORITY RECORDED IN BOOK
710 PAGE 257

THIS 8 DAY OF June 19 94
W.E. Davis
 CHANCERY CLERK
Wm. Howard, D.C.

Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 501 Page 432
 This the 13 day of May 19 90

W. E. Atkins
 by *W. E. Atkins*

Trustmark Natl Bank
 Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 454 Page 240
 This the 8 day of Nov 19 88
W. E. Davis by Cole

Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 182 Page 484
 This the 13 day of Jan 19 75
H. D. Ferguson
 Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Nine Thousand, One Hundred Fifty Dollars (\$ 29,150.00), with interest from date at the rate of seven & three fourths per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman and Mann, Inc. in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Nine and no/100 Dollars (\$ 209.00), commencing on the first day of February, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Ronald Wayne McKnight
Ronald Wayne McKnight
Norma Jean McKnight
Norma Jean McKnight
2717 Valley Springs Drive
Southaven, Mississippi 38671

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me Joyce B. Young, the undersigned notary public in and for said County, the within named Ronald Wayne McKnight and Norma Jean McKnight, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 12th day of December, 1974.

Joyce B. Young
Notary Public

My Commission Expires:
January 16, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 13 day of Dec 1974, and that the same has been recorded in Book 182 Page 87 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Dec 1974.

Fees \$ 5.00 pd.

SEAL

H. P. Leggett
CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of November 1971, made and executed by J. A. Hodge and
Clara T. Hodge of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 291 on page 439
of the Record of Trust Deeds, on the 10th day of December A. D. 1971, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 10th day of Dec. 1974
The Hernando Bank
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, E. Lee M. Becke
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the aforesaid foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to do so.

Given under my hand and seal of office this 10th day of Dec. A. D. 1974

My Commission Expires Jan. 7, 1978

E. Lee M. Becke

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 12 day of Dec 1974, and that the same has been
recorded in Book 182 Page 91 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Dec, 1974.

Fees \$ 2.50 pd.

SEAL

H. P. Giguere CLERK

o/r
m/r

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of May 19 71, made and executed by Annie Mae Hendricks
Wagoner of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 128 on page 593
of the Record of Trust Deeds, on the 27th day of May A. D. 19 71, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 11th day of Dec. 1974
The Hernando Bank
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority E. Lois M. Barber
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 11th day of Dec. A. D. 19 74



E. Lois M. Barber

LAWRENCE-GREENWOOD 37844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 13 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 92 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of Dec. 1974.

Fee \$ 2.50 pd.

SEAL

H. P. Jergens CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

208 PAGE 691
THIS 23 DAY OF July 1977

CANCELLED BY AUTHORITY RECORDED IN BOOK

208 PAGE 607
THIS 22 DAY OF Feb 1977

93

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Lula S. Harrison

of the first part, hereinafter designated as the Grantor, Allen B. Couch,

Trustee, of the second part, hereinafter designated as Trustee, and

Coahoma National Bank

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
SEVEN THOUSAND SIXTY---and---68/100 DOLLARS

(\$7,060.68) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

The note is due and payable in thirty-six (36) equal monthly installments of One Hundred Ninety-six---and---13/100 Dollars (\$196.13) each, beginning on the 15th day of January, 1975, and a like amount on the 15th day of each succeeding month thereafter.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Part of the North Part of Section 23, Township 1, Range 8, DeSoto County, Mississippi. Beginning at a point in the East line of Highway 51 South. Said beginning point 250 feet North of North line of the DeSoto Motel property running thence from said beginning point Southeastwardly along the East line of said Highway 51 South, 250 feet to a point in the Northwest Corner of the DeSoto Motel property; thence Eastwardly along the North line of said DeSoto Motel property 278.8 feet, more or less, to a point; thence Northwesterly on a line parallel to the East line of Highway 51 South 85 feet to a stake; thence in a Northwesterly direction distance of 245 feet; more or less, to a stake; thence Southwesterly 85 feet, more or less, to the point of beginning. Said land being henceforth conveyed by Walter Davis to Ollie Williams and wife, by Deed of

in Deed Book 43, Page 90, of the Deed Records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold, and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the notes secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of Dec. 1974.

Lula S. Harrison

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Lula S. Harrison

who severally acknowledged that she

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13th day of December 1974.
My Commission Expires My Commission Expires May 21, 1978 *Thompson E. Eason*
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A.M. 13 day of Dec. 1974, and that the same has been recorded in Book 182 Page 93 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Dec. 1974.

Fee \$ 5.00 pd

H. G. Ferguson, Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1951)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Neal G. Letson and wife, Linda J. Letson

of the first part, hereinafter designated as the Grantor, Jack Ussery,

Trustee, of the second part, hereinafter designated as Trustee, and First National Bank of Hernando, Mississippi, Southaven Branch

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

-----TEN THOUSAND----- DOLLARS

(\$ 10,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 12.5 per centum per annum after , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

Accrued interest payable ninety (90) days and one hundred and eighty (180) days from even date herewith.

Principle on or before one hundred and eighty (180) days from even date herewith.

This is a Second Deed of Trust.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot #755, located in Section F of Carriage Hill Sub-division, subdivision being located in Section 24, Township 1, Range 8 West of the unincorporated community of Southaven, Desoto County, Mississippi, more particularly described in recorded plat of Section F of Carriage Hill Subdivision, recorded in Plat Book 6, Pages 3 and 4 of the Land Records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war, damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of Dec. 1974.

Neal G. Letson

Linda J. Letson

STATE OF MISSISSIPPI,
COUNTY OF



This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **Neal G. Letson and wife, Linda J. Letson** who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13th day of December 1974.
My Commission Expires: 5-7-77 *Bonnie J. Ingram*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 13 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 96 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and official seal this the 13 day of Dec. 1974.
500 pd. *H. G. Altquist*

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party XXX of the first part promptly pay the above stated indebtedness ~~XXXXXXXXXXXXXXXXXXXX~~ **AS ABOVE STATED** XXX, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness BY signature Caroline Kaye Lawler the date written above.

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named CAROLINE KAYE LAWLER

who acknowledged she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of December 19 74
My Commission Expires May 6, 1978 (SEAL) Spencer McLenaw Elder Notary Public XX

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me, _____ of said County, this day personally appeared the above named _____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

deposed and said that he saw the above named _____ whose name _____ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ and that he saw the other subscribing witness _____ sign the same in the presence of the said _____

and the witnesses signed in the presence of each other, on the day and year therein named.
Given under my hand and official seal, this _____ day of _____ 19 _____ (SEAL) _____ Clerk

By _____ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 13 day of Dec 1974, and that the same has been recorded in Book 182 Page 99 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Dec 1974.

Fees: \$ 3.00 pd. (SEAL) H. P. [Signature] CLERK

0/1/66

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi
the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of May 1968, made and executed by Michael Whitby
of The Hernando Bank
to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 101 on page 582
of the Record of Trust Deeds, on the 20th day of May A. D. 1968, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 11th day of Dec. 1974

The Hernando Bank
[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Evelis M. Barber
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above going instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 11th day of Dec. A. D. 1974

My Commission Expires Jan. 7, 1978

[Signature]
Evelis M. Barber

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 13 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 102 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 16 day of Dec. 1974.

Fee \$ 2.50

[Signature]
CLERK

Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 252 Page 69
This the 8 day of Nov 1977

Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 185 Page 335
This the 2 day of May 1975

103

VA Form 26-4112 (Home Loan)
Revised January 1973. Use Optional Section 1810, Title 39, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 13th day of December, 1974, by and between

LAWRENCE J. MELVIN, JR. and wife, GERRY L. MELVIN

, hereinafter called the Grantor;
C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized having its principal office and post-office address at 161 E. Amite Street, in Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 96, Section A, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Together with Fedders Furnace, model #105N3D, serial #LG838703; Fedders Air Condition, model #CFC036D7A, serial #JH278579; Whirlpool Stove, model #RYE7760Y2, serial #M4283 4238; Whirlpool Dishwasher, model #SAU400-D, serial #F31604891; Whirlpool Disposal, model #SYD40-0, serial #F25045640; Rheem Water Heater, model #35-40, serial #RNM 77431221; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

First Comm Mtg Co
Real Estate T-10
851 Page 192
This the 26 day of Aug 1976
W. E. Davis
J. B. Cleveland

Agreement
Real Estate T-10
761 Page 474
This the 19 day of Mar 1975
W. E. Davis
J. B. Cleveland

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

re-recorded
Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 254 Page 576
This the 16 day of Jan 1980
R. G. Ferguson

Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 182 Page 223
This the 23 day of Dec 1974
H. Y. Ferguson Clerk

Handwritten notes and stamps:
Bailey Mortgage Co.
Real Estate T-10 PAGE 977
NO. 749 THIS THE 28 DAY OF Feb 19 95
W. E. Davis CHANCERY CLERK
By: W. E. Davis D.C.
Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 488 Page 642
This the 24 day of Oct 1982
W. E. Davis
J. B. Cleveland

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Nine Hundred Fifty & 10/100 (\$ 29,950.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fourteen & 74/100 Dollars (\$ 214.74), commencing on the first day of February , 19 75 , and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January , 2005 .

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Lawrence J. Melvin, Jr.
Lawrence J. Melvin, Jr.

Gerry L. Melvin
Gerry L. Melvin

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for said County, the within named Lawrence J. Melvin, Jr. and Gerry L. Melvin, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 13th day of December, 1974.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 16 day of Dec. 1974, and that the same has been recorded in Book 182 Page 103 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Dec. 1974.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson
CLERK

11:15 AM
County, Mississippi on the day of 1974
I, Clerk do hereby was filed 1974 Record on the Fee

FULLY PAID AND SATISFIED
 UNITED STATES DEPARTMENT OF AGRICULTURE
 FARMER'S HOME ADMINISTRATION
 CONTAINED IN BOOK 449 PAGE 519
 CANCELLED BY AUTHORITY RECORDED IN BOOK
 THIS 29 DAY OF Sept. 1988
 W. E. Davis
 Chancery Clerk

Assignment of this Instrument Recorded in
 Real estate r/o Book
 No. 422 Page 131
 This the 1st day of Dec. 1987
 H. H. Ferguson
 by B. Shyler, D.C.

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USDA-FHA
 Form FHA 427-1 MS
 (Rev. 7-1-73)

CORRECTION
 REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

Position 5

THIS INDENTURE, made and entered into this day, August 13, 1974
 (Date)
 by and between the undersigned Alice G. Shinault and husband, Sam Shinault
 residing in DeSoto County, Mississippi, whose post office
 address is Route 3, Box 130, Olive Branch, Mississippi 38654
 grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:
 WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
August 13, 1974	\$11,560.00	8 1/4%	August 13, 2007

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.
 And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto
 Lot in Northeast Quarter of Section 5, Township 2 South, Range 6 West, DeSoto County, Mississippi being more particularly described as point of beginning lying approximately 1833.3 feet West of the Northeast Corner of Section 5, Township 2 South, Range 6 West, DeSoto County, Mississippi said point being the Northeast Corner of that certain 1.67 acre tract as shown of record in Land Deed Book 82, Page 10, Chancery Clerk's Office, DeSoto County, Mississippi; thence from said beginning point run West 125 feet to a point; thence run South 125 feet to a point; thence run East 125 feet to an iron pipe; thence run North 125 feet to the point of beginning, subject to subdivision and zoning regulations in effect in the Town of Olive Branch, DeSoto County, Mississippi. Rights of ways and easements for public roads and public utilities.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Sam Shinault
Alice G. Shinault

STATE OF MISSISSIPPI }
 COUNTY OF DeSoto } ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Alice G. Shinault and husband, Sam Shinault

who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 13 day of December, 1974.



James H. G...
 (Signature)
 Notary Public
 (Title)

My Commission Expires: 5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 16 day of Dec 1974, and that the same has been recorded in Book 182 Page 107 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Dec 1974.

Fees \$ 5.00 pd.

SEAL

H. P. G...
 CLERK

H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corp.

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 702, Section "D" Greenbrook Subdivision, in
Section 19, Township 1 South, Range 7 West, as per
part thereof recorded in plat book 9, page 42, in the
office of the Chancery Clerk of DeSoto County,
Mississippi.

This is the first lien on the above-described property except

none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 24,200.00) Twenty Four Thousand, Two Hundred Dollars due June 11, 1975

bearing interest at the rate of 12.75 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 11 day of December, 1974

First REalty Building Corp.

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named

Charles E. Downs, President of First Realty Building Corp.

As President of the above Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 11 day of

December

1974

Jayce B. Young Notary Public
My Commission Expires January 16, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I, the undersigned, the undersigned authority in and for said County and State, hereby certify that this instrument was filed for record on the 16 day of Dec and the same is recorded in Book 182 Page 111 records of REAL ESTATE TRUST DEEDS of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 16 day of Dec, 1974, and that the same has been recorded in Book 182 Page 111 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Dec, 1974.

Fees \$ 3.50 pd.

SEAL

H. P. Jergens CLERK

SOUTHAVEN, MISSISSIPPI
RETIRED
W. F. R.
P. O. Box

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned
FIRST REALTY BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in
DeSoto County, Mississippi, to-wit:

Lot 703, Section "D" Greenbrook Subdivision, in
Section 19, Township 1 South, Range 7 West, as per
plat thereof recorded in Plat Book 9, page 42, in the
office of the Chancery Clerk of DeSoto County,
Mississippi.

This is the first lien on the above-described property except
none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the
Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$ 23,800.00) Twenty Three Thousand, Eight Hundred & No/100 Dollars due June 11, 1975

bearing interest at the rate of 12.75 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 11 day of December, 19 74

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of December, 19 74
James B. Young Notary Public
 My Commission Expires January 16, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY	By	of	Page	and the instrument	on the	was filed to	County, here	I, the un	COUNTY	STATE OF
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I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 16 day of Dec, 1974, and that the same has been recorded in Book 182 Page 113 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Dec, 1974.

Fees \$ 3.50 pd.
 SEAL H. P. Jergens CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

243 PAGE 86

THIS 22 DAY OF May 1979

H. D. Ferguson
CHANCERY CLERK

222111-71

FORM NO. 1881 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO }

WHEREAS,

WILLIAM D. CRENSHAW AND BARBARA T. CRENSHAW

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

TWO HUNDRED TEN THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF JANUARY 2005

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

WILLIAM D. CRENSHAW AND WIFE, BARBARA T. CRENSHAW

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5,000)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED

TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

The West Half of Section 6, Township 2, Range 7 and all of the East Half of Section 1, Township 2, Range 8, lying east of the right of way of Interstate Highway 55, containing in the aggregate 512 acres, more or less, subject to right of way of public roads and public utilities.

Further subject to an easement to Plum Point Water Association, Inc. along the south side of the southwest quarter of Section 6, Township 2, Range 7 as of record in Deed Book 80, page 311.

Containing in all 512 acres, more or less.

The foregoing description is attached to and made a part of that certain mortgage executed by WILLIAM D. CRENSHAW et al., dated DECEMBER 10, 1974, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$210,000.00.

William D. Crenshaw
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION; SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF THE DATE OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI, NOT INCONSISTENT THERewith.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE; NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY (IMMEDIATELY DUE AND PAYABLE), AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 886, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 10th DAY OF DECEMBER, 19 74

William D. Crenshaw
Barbara T. Crenshaw

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WILLIAM D. CRENSHAW AND WIFE, BARBARA T. CRENSHAW

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 10th DAY OF December, 19 74

(SEAL)

MY COMMISSION EXPIRES 5-1-78

[Signature]
[Signature]
OFFICIAL CAPACITY

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 19 _____

(SEAL)

MY COMMISSION EXPIRES _____

OFFICIAL CAPACITY

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 10 O'CLOCK A M. ON THE STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 16 day of Dec, 1974, and that the same has been recorded in Book 182 Page 115 records of Real Estate TID of said County.

Witness my hand and seal this the 16 day of Dec, 1974.

Fees \$ 5.00 pd.

SEAL

[Signature], CLERK

118

FOR REAL ESTATE, CHATTEL OR BOTH

James Richardson, et ux

Grantors
To { DEED OF TRUST
T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 10th day of December 1974
between James Richardson and wife, America Richardson, parties

and T.P. Flinn, Jr., party of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Six hundred dollars (\$600.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, due and payable December 10, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the life of this trust deed ~~the sum of \$600.00~~ not to exceed ~~the sum of \$600.00~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All that certain~~

10.4 acres situated in the South Half of Section 17, Township 2, Range 7 West, and shown as Tract 3 on plat of survey dated February 1960, by J.E. Lauderdale, Civil Engineer, and more particularly described as follows, to-wit: Beginning at a point on the South line of Section 17, That is 3228.39 feet east of the southwest corner of said Section 17 (as measured along the Section line); thence North 5° 30' west 537.9 feet to an iron pin; thence North 84° 30' east 385.11 feet to an iron pin; thence North 5° 30' west 665 feet to an iron pin; thence North 84° 30' east 204.4 feet to an iron pin; thence South 5° 30' east 1202.9 feet to the south line of said Section 17; thence west along the south line of said Section 589.53 feet to the point of beginning, together with the house located thereon, but less and except any part of said lands embraced in the public road, and being the same land conveyed by Jones Richardson to James Richardson by deed dated March 30, 1960, recorded in Book 47, Page 590, of the deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~day of~~ the aforesaid ~~day~~, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part ies of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness: OUI signature S. the date written above.
James Richardson
America Richardson

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named James Richardson and wife, America Richardson, they who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 16th day of December 1974
MY COMMISSION EXPIRES: (SEAL) By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said and the witnesses signed in the presence of each other, on the day and year therein named.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 16 day of Dec. 1974, and that the same has been recorded in Book 182 Page 118 volume of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 16 day of Dec. 1974.
CLERK

Paid, Satisfied and Cancelled
This 12th day of 2.5.019

Attest
W. H. Ferguson
County Clerk By: F. E. Davis, D.C.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi
the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of June 19 74, made and executed by Roosevelt Morgan and
Wanda J. Morgan
of The Hernando Bank
to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 95
of the Record of Trust Deeds, on the 27 day of June, A. D. 19 74, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 13th day of Dec 1974

The Hernando Bank
[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elias M. Barber
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 13th day of Dec A. D. 19 74

My Commission Expires Jan. 7, 1978

[Signature]
Elias M. Barber

LAWRENCE-GRESHWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 16 day of Dec 1974, and that the same has been
recorded in Book 182 Page 119 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 16 day of Dec 1974.

Fees \$ 2.50 pd.

SEAL

[Signature]
CLERK

120

all in.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of March 19 74, made and executed by James Edward Swindle and
Tommie W. Swindle of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 172 on page 330
of the Record of Trust Deeds, on the 15th day of March, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 13th day of Dec. 1974

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barber
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 13th day of Dec. A. D. 19 74

My Commission Expires Jan. 7, 1978

Elois M. Barber

LAWRENCE-GREENWOOD 37644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 16 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 120 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 16 day of Dec. 1974.

Fee \$ 2.50

H. B. Jernigan CLERK

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from HOWARD C. McCLELLAND, III and wife, CARRIE McCLELLAND to WILLIAM W. SIMMONS, III, Trustee, for the use and benefit of MEMPHIS BANK AND TRUST COMPANY, dated June 13, 1974, and recorded in Book 8, page 49 & 50, of the records of Mortgage and

Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned MEMPHIS BANK AND TRUST COMPANY as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said MEMPHIS BANK AND TRUST COMPANY

has ~~caused its corporate name signed hereto by and through its proper officers duly authorized so to do~~, this the 3rd day of December, 1974.

MEMPHIS BANK AND TRUST COMPANY

BY: William W. Simmons, III
VICE-PRESIDENT

STATE OF
COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named William W. Simmons, III, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 3rd day of November, 1974.

My Commission Expires August 3, 1978
My commission expires:

James H. [Signature]
Notary Public

STATE OF
COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named _____ and _____, known to me to be the _____ and _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A.M. 16 day of Dec., 1974, and that the same has been recorded in Book 183 Page 121 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Dec, 1974.

Fees \$2.00 pd.

SEAL

H. P. [Signature]
CLERK

My commission expires:

Notary Public

RECORDED BY CHANCERY CLERK
Red Estate T/D BOOK
1101 PAGE 798
THIS DATE 15 DAY OF April 1999
W.E. Davis
By M. Calvi, DC CHANCERY CLERK

123

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of December, 19 74, among the Grantor, Melvin K. Counce and wife, Carolyn W. Counce

DeSoto Title Co., Inc. (herein "Borrower"),
and the Beneficiary, National Bank of Commerce (herein "Trustee"),
organized and existing under the laws of Tennessee, a corporation
Memphis, Tennessee whose address is
(herein "Lender");

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 5, Section A, Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-One Thousand Dollars Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

Attempted
RECORDED BY AUTHORITY, RECORDED IN BOOK
1101 PAGE 797
THIS 15 DAY OF April 1999
W.E. Davis by M. Calvi
CHANCERY CLERK

CANCELLED
1190 PAGE 390
24 Feb 2000
W. E. Davis
By M. Calvi, DC CHANCERY CLERK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Melvin K. Counce
Melvin K. Counce —Borrower

Carolyn W. Counce
Carolyn W. Counce —Borrower

Property Address
STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Melvin K. Counce and wife, Carolyn W. Counce who acknowledged that the signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 16th day of December, A.D., 1974.

My Commission expires:

Barbara J. Crum
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock and 30 minutes P M 16 day of Dec 1974 and that the same has been recorded in Book 182 Page 123 records of REAL ESTATE TRUST DEEDS of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M 16 day of Dec 1974, and that the same has been recorded in Book 182 Page 123 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec 1974.

Fees \$ 5.00 pd.

SEAL

H. P. J. J. J.
CLERK

5.00 pd

T. P. FLINN, JR.

GRANTOR

TO

SUBORDINATION AGREEMENT

THE HERNANDO BANK,
Hernando, Mississippi

GRANTEE

WHEREAS, J. F. CONGER conveyed by Trust Deed to W. E. Wilroy, Jr., Trustee, for the benefit of T. P. FLINN, JR. certain lands as described by said Trust Deed bearing date of March 10, 1972, and appearing of record in Deed of Trust Book 140, Page 48 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and,

WHEREAS, it is the purpose, intent and desire of T. P. Flinn, Jr. to subordinate and make junior his Deed of Trust lien as described in said Deed of Trust and being on the property described as follows, to-wit:

The West Parts of Lots No. 317 and No. 320 and the East Parts of Lots No. 318 and No. 319 in the Town of Hernando, DeSoto County, Mississippi, described as:

A Lot in Section 13, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as: The West Part of the Town of Hernando Lots 317 and 320, 40 feet wide, more or less, running through both of said Town Lots due North; and the East Part of Town Lots 318 and 319, being a strip 40 feet wide, more or less, running through both of said Town Lots due North; and further described as bounded on the South by Holly Springs Street; on the North by North Street; on the West by the East line of McArthur lot (shown by old fence row); and on the East by the Tippitt lot (shown by old fence row); and being part of the same property conveyed to T. P. Flinn, Jr. by deed of date January 3, 1967, of record in Book 72, Page 376 of the deed records of DeSoto County, Mississippi.

WHEREAS, it is the desire of T. P. Flinn, Jr. to subordinate and make junior his said Deed of Trust lien to that certain Deed of Trust executed by MALCOLM D. BAXTER, JR. to H. R. Garner, Trustee, for the benefit of THE HERNANDO BANK, Hernando, Mississippi, dated December 11th, 1974, filed for record on December 13th, 1974, and recorded in Deed of Trust Book 182, Page 75, securing the sum of \$10,000.00.

NOW, THEREFORE, T. P. Flinn, Jr. does hereby subordinate and make junior his Deed of Trust lien retained in that certain Deed

of Trust dated March 10, 1972, and of record in Deed of Trust Book 140, Page 48 in the Office of the Chancery Clerk of DeSoto County, Mississippi, to that certain Deed of Trust executed by Malcolm D. Baxter, Jr. to H. R. Garner, Trustee, for the benefit of The Hernando Bank, Hernando, Mississippi, dated December 11th, 1974, filed for record December 14, 1974, and recorded in Deed of Trust Book 182, Page 75 in said Clerk's Office, securing the sum of \$10,000.00.

The consideration for this conveyance is ONE DOLLAR (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged.

The Clerk of the Chancery Court of DeSoto County, Mississippi, is hereby authorized to record this Subordination Agreement upon the Land Records of DeSoto County, Mississippi, and to properly note on the margin of the aforementioned Deed of Trust to T. P. Flinn, Jr. and the Deed of Trust to The Hernando Bank, Hernando, Mississippi, a notation of this conveyance.

WITNESS the signature of T. P. Flinn, Jr. this, the 16th day of December, 1974.

T. P. Flinn, Jr.
T. P. Flinn, Jr.

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, T. P. FLINN, JR., who acknowledged that he signed and delivered the foregoing Subordination Agreement on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 16th day of December, 1974.

(SEAL)
My Commission Expires:
3.7.74
My Commission Expires April 3, 1974

Mable B. Wain
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 55 minutes P. M. 16 day of Dec. 1974, and that the same has been recorded in Book 182 Page 127 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.50 pd.

SEAL

H. P. August
CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
DESOTO COUNTY

KNOW ALL MEN BY THESE PRESENTS; That NATIONAL MORTGAGE COMPANY
MEMPHIS, TENNESSEE the beneficiary,
does hereby certify that a certain trust deed hearing date the 7th day of
February, 19 73, made and executed by L & L BUILDERS
NATIONAL MORTGAGE COMPANY the
above named beneficiary, and recorded in the office of the Chancery Clerk of
DESOTO County, in the State of Mississippi in
REAL ESTATE Trust Deed Record No 154 on page 446
of the Record of Trust Deeds, on the 23rd day of February,
A.D. 19 73, is now fully paid and satisfied, and I do hereby authorize the
Clerk of the Chancery Court of said DESOTO County to enter
satisfaction and certificate of payment in full upon this said instrument and that
this order be recorded in the records of said County also as provided by law.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County
and State aforesaid, FRANK ROBINSON, TREASURER COMPTROLLER, who
acknowledged that he signed and delivered the above and foregoing instrument on the
day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of December,
19 74.

335

My Commission Expires September 1, 1976

Helin Olyb
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
15 minutes A M 16 day of Dec, 1974, and that the same has been
recorded in Book 182 Page 129 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec, 1974.

Fees \$ 2.80 pd.

SEAL

H. P. August
CLERK

130

1 and, Satisfied and Cancelled
This 14 day of Jan. 1976
J. F. Conger

Attest
H. G. Ferguson
Chancery Clerk by: *M. Menna*

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE Made this 17th day of December 1974
between Ray Fuller and his wife, Maewillie Fuller
and J. F. Conger of the first part,
of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Two Hundred Twenty and No/100 (\$220.00) evidenced by their promisory note of even amount as of above date, and due and payable on or before one year from date with interest at 6% per annum after due date

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed \$200.00 and the parties of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Charles R. McElroy Trustee, the parties of the first part on this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that ~~may be produced on the land to be grown by the parties of the first part and their heirs, assigns, and assigns, or cause to be cultivated, or raised, or sown, or all farming implements of every kind and~~

Two (2) acres, in the shape of a rectangle, situated in the Northwest Quarter of Section Twenty Eight (28), Township Two (2), Range Seven (7) West, and more particularly described by metes and bounds, as follows, to-wit:

Beginning at the Northeast Corner of the Sam Todd and wife 3 acre lot, as shown by deed of this date to them, (which point is 2,035.42 feet East of the West line of said Section 28); thence with the East line of said Todd lot, and extension thereof, South 3 degrees 35 minutes East a total distance of 417.42 feet to a point; thence North 85 degrees 57 minutes East 208.71 feet to an iron pin; thence North 3 degrees 35 minutes West 417.42 feet to a point on the South-right of way of an unnamed County Road; thence with said road right of way South 85 degrees 57 minutes West 208.71 feet to the point of beginning.

This Trust Deed is second and junior that certain lien executed to the Farmers Home Administration as shown by Trust Deed Book No. 143, page 473, dated June 12, 1972 as shown of record in the Chancery Clerk's Office of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the 17th day of December 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature B the date written above. *R. R. Fuller*
Witness *Maewillie Fuller*

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, *H. G. Ferguson*, Chancery Clerk of said County, the within named *Ray Fuller and wife Maewillie Fuller*

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 17th day of December 1974.
(SEAL) *H. G. Ferguson* Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, _____ of said County, this day personally appeared the above named _____ of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 5 o'clock *no* minutes *P. M.* 17 day of *Dec.* 1974, and that the same has been recorded in Book *182* Page *130* records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 18 day of *Dec.* 1974.
Fee \$ *2.50* pd.
H. G. Ferguson CLERK

modification and loan assignment agreement
assignment of this instrument Record

Real Estate To

No. 281 Page 271

This the 1 day of Mar. 19 82

N.B. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate T 10 Book

No. 186 Page 229

This the 4 day of June 19 75

131

D-26052

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

THIS DEED OF TRUST is made this 12th day of DECEMBER, 19 74, among the Grantor,

ROOSEVELT MORGAN AND WIFE, WANDA J. MORGAN (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),

and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 1 of survey and division of Lot 1 of the subdivision of the JOHN KING LANDS, Section 15, Township 2, Range 7W, being more particularly described as follows:

Beginning at the northwest corner of Section 15, Township 2, Range 7 W; thence eastwardly 328.02 feet to a wooden stake; thence southwardly 381.48 feet with an old fence line to a wooden stake; thence westwardly 330.99 feet with an old fence line to a point in the west line of Section 15, Township 2, Range 7 W; thence northwardly 383.46 feet with said west section line to the point of beginning. This survey contains 2.89 acres more or less, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED NOVEMBER 4, 1974.

The holder of the note herein described shall have the right to foreclose on the property if any debt or interest thereon is not paid when due. It is understood that the holder of the note shall have the right to sell the property if the debt is not paid when due. The holder of the note shall have the right to appoint a receiver to manage the property if the debt is not paid when due. The holder of the note shall have the right to take any action necessary to enforce the terms of the note. The holder of the note shall have the right to sue for the amount of the note. The holder of the note shall have the right to take any action necessary to enforce the terms of the note.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of THIRTY TWO THOUSAND AND NO/100--- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY: RECORDED IN BOOK

550 PAGE 271

THIS 7 DAY OF Aug. 19 91

W. E. Xline
Chancery Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award, or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in _____ County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Roosevelt Morgan
ROOSEVELT MORGAN —Borrower

Wanda J. Morgan
WANDA J. MORGAN —Borrower

ROUTE 1, BOX 197A
MESBITT, MISSISSIPPI 38651
Property Address

STATE OF Tennessee, Shelby

COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ROOSEVELT MORGAN AND WIFE, WANDA J. MORGAN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 12th day of DECEMBER, A.D. 1974.

My Commission expires:

M. Walker
Notary Public

My Commission Expires July 3, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument

File # 3 o'clock
30 minutes P.M. 17 day of Dec 1974

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 131 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 6.00 pd.

SEAL

H. P. Ferguson
CLERK

6.00 pd W.M.O.

This instrument was prepared by
Jack H. Patrick, Vice Pres.,
Commercial & Industrial Bank,
Memphis, Tennessee.

This Indenture, made by and between
EASTLAND DEVELOPMENT & CONSTRUCTION COMPANY, INC.

party of the first part, Jack H. Patrick party of the second part, as Trustee; and
COMMERCIAL & INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Part of the west 1/2 of the Northwest Quarter, Section 30, Township 1, Range 7 west, in DeSoto County, Mississippi, said property fronts 210.0 feet along Airways Road and is specifically described as follows:
BEGINNING at a point in the centerline of Airways Road 700.8 feet south of the centerline of Rasco Road; thence continuing southwardly along said centerline of Airways Road a distance of 210.0 feet to a point; thence eastwardly with an interior angle of 90 degrees 00 minutes 00 seconds a distance of 415.0 feet to a point; thence northwardly with an interior angle of 90 degrees 00 minutes 00 seconds a distance of 210.0 feet to a point; thence westwardly with an interior angle of 90 degrees 00 minutes 00 seconds a distance of 415.0 feet to the point of beginning.

This conveyance is made in trust, however, to secure the payment of \$20,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the rate of maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 17th day of December, 1971.

EASTLAND DEVELOPMENT & CONSTRUCTION COMPANY, INC.

Frank Piccira
Frank Piccira - President

Appointment of Successor Trustee of this
Instrument recorded in Deed Book T-10
Book No. 210 Page 470
This 18th day of April 1972
H. H. Ferguson Clerk

136

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared Frank Piccola, with whom I am personally acquainted and who, upon their several oaths, acknowledged themselves to be, respectively, the President and the Secretary of the Eastern Development & Construction Co., a corporation; and that they, as such President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said Frank Piccola subscribing thereto the name of the corporation, by himself as such President, and by the said Secretary and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this 17th day of December, 1974.
MY COMMISSION EXPIRES: 1-9-79

Jack H. Salant
Notary Public

MY COMMISSION EXPIRES JAN. 9, 1979

Jack H. Salant
Notary Public

WALKER, FRANK, JR., 1003, BIRMINGHAM, ALABAMA, 35203, 11/23/74

3.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P.M. 17 day of Dec, 1974, and that the same has been recorded in Book 182 Page 135 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec, 1974.

Fees \$ 3.00 pd.

SEAL

H. P. [Signature]
CLERK

MEMPHIS	TR	EASTLAND	CONSTRUCT	Jack	COMMERCIAL	STATE OF MISS	County of	of the Chancery	County and Sta	within instrum	office on the	A. D. 1974	this day duly rec	Page	WITNESS	TITLE INS	protectio	MTC form
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PARTIAL RELEASE

For value received, JAY DEE BUILDERS, INC., owner and holder of the Deed of Trust dated September 1, 1973, recorded in Trust Deed Book 168, Page 501, in the office of the Chancery Clerk of DeSoto County, Mississippi, releases from said Deed of Trust the land in DeSoto County, Mississippi, described as follows, to wit:

Two (2) acres in the Northwest Quarter of Section 30, Township 1, Range 7 West, described as BEGINNING at a point 700.8 feet south of the northwest corner of the Northwest Quarter of said Section 30; thence east 415 feet to a point; thence south 210 feet to a point; thence west 415 feet to a point in the west section-line; thence north 210 feet to the point of beginning, on which is located a residence.

In all other respects, the Deed of Trust shall remain in full force and effect.

The Chancery Clerk is authorized to record this partial release and make a notation upon the margin of the Deed of Trust in Book 168, Page 501.

WITNESS the signature of JAY DEE BUILDERS, INC. by its authorized officer this the 16th day of December, 1974.

JAY DEE BUILDERS, INC.

By [Signature]
President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State JAY DELUGACH, as President of Jay Dee Builders, Inc., who acknowledged that he signed and delivered the above and foregoing Partial Release for and on behalf of Jay Dee Builders, Inc., and affixed thereto the said seal of said corporation on the day and year therein mentioned.

Given under my hand and official seal of office this the 16th day of December, 1974.

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 21, 1975

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 138 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee 2.50

[Signature] CLERK

EASTLAND DEVELOPMENT AND CONSTRUCTION)
COMPANY, INC., GRANTORS)

TO)

DEED OF TRUST)

COMMERCIAL & INDUSTRIAL BANK, MEMPHIS,)
TENNESSEE, BENEFICIARY)

This indenture made this 17th day of December, 1974 between Eastland Development and Construction Company, Inc., of the first part, and Commercial & Industrial Bank, Memphis, Tennessee of the second part, WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Hundred Thousand Dollars (\$200,000.00) evidenced by one promissory note of even date bearing interest as provided in the note due and repayable on demand.

And the party of the first part having agreed to secure the prompt payment of the same when due: THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) to the party of the first part paid by Jack H. Patrick, Trustee, the party of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and State of Mississippi, viz:

The land in DeSoto County, Mississippi described as follows: 80.789 acres being the West Half of the Northwest Quarter of Section 30, Township 1, Range 7 described as beginning at the Northwest corner of said Section 30; thence Southwardly along the West line of said Section 2,640.0 feet to an iron pin; thence eastwardly with an interior angle of 89 degrees, 34 minutes 50 seconds a distance of 1,332.23 feet to an iron pin; thence Northwardly with an interior angle of 90 degrees 25 minutes 10 seconds a distance of 2,640 feet to an iron pin in the North line of Section 30; thence Westwardly along the North line of said Section with an interior angle of 89 degrees 34 minutes 50 seconds 1,332.23 feet to the point of beginning.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, assigns or legal representatives can at any time appoint a Trustee to act in his stead.

WITNESS the signature of the Grantor by its authorized officer on the date first written above.

Eastland Development and Construction Co., Inc.

By

Frank Piccara
Frank Piccara - President

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STATE OF TENN
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for said county and state, Frank Piecara as President of Eastland Development and Construction Company, Inc., who acknowledged that he signed and delivered the above and foregoing instrument for and on behalf of Eastland Development and Construction Company, Inc., being authorized so to do, on the day and year therein mentioned.

Given under my hand and official seal of office this the 27 day of December, 1974.

[Signature]
Notary Public

My commission expires:
1-9-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P.M. 17 day of Dec 1974, and that the same has been recorded in Book 182 Page 139 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec 1974.

Fees \$ 3.00 pd.

SEAL

[Signature] CLERK

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, on the 29th day of March, 1963, BILLY J. WRIGHT AND WIFE, ROSE WRIGHT executed Deed of Trust to James R. Houston, Trustee(s), to secure a Promissory Note in the original principal amount of \$ 12,200.00, same being payable in monthly installments as set out in the Deed of Trust aforesaid, which is of record in the Register's Office of Shelby County, Tennessee, in Book 60, Page 269, to which reference is here made; and

WHEREAS, THE Williamsburgh Savings Bank, is the owner and holder of the note aforesaid and the Deed of Trust aforesaid securing it by virtue of an assignment from a holder in due course; and

WHEREAS, the said THE Williamsburgh Savings Bank desires to remove the said James R. Houston as Trustee(s) under said Deed of Trust and replace Him by appointing a Successor Trustee.

NOW, THEREFORE, the said Williamsburgh Savings Bank pursuant to and in compliance with authority contained in the Deed of Trust aforesaid, does hereby remove the said James R. Houston as Trustee(s) and appoints Delta Title Company as Successor Trustee under said Deed of Trust, who is vested with all the rights, powers, and privileges of the original Trustee(s) named in said Deed of Trust.

IN WITNESS WHEREOF, THE Williamsburgh Savings Bank has caused this instrument to be executed by and through its duly authorized officers.

This 9th day of December, 1974.



(CORPORATE SEAL)

THE WILLIAMSBURGH SAVINGS BANK

By Paul W. Stedman, Sr. Vice President



ATTEST: Benedict J. Amendolara, Ass't Cashier & Ass't Secretary, State of New York

COUNTY OF Kings

Before me, the undersigned Notary Public in and for said County and State personally appeared Paul W. Stedman and Benedict J. Amendolara with whom I am personally acquainted and who upon oath acknowledged themselves to be the Sr. Vice President and Ass't Cashier & Ass't Secretary respectively of THE WILLIAMSBURGH SAVINGS BANK being authorized as to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Sr. Vice President Paul W. Stedman and attesting the same by the Ass't Cashier & Ass't Secretary

WITNESS my hand and seal this 9th day of December, 1974.

Notary Public, State of New York, My Commission Expires: 12-31-1975

MAIL TAX BILLS TO: NATIONAL MORTGAGE COMPANY, 404 Knight Arnold Road, Memphis, Tennessee 38118. PROPERTY ADDRESS 2080 Grovehaven, Memphis, Tenn 38104



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. 17 day of Dec 1974, and that the same has been recorded in Book 182 Page 141 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec 1974.

Fees \$ 2.25 pd.

SEAL

H. P. [Signature] CLERK

142

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, on the 23rd day of January, 1963, JAMES P. CARSON AND WIFE, JANIE D. CARSON executed Deed of Trust to James R. Houston, Trustee(s), to secure a Promissory Note in the original principal amount of \$ 11,500.00, same being payable in monthly installments as set out in the Deed of Trust aforesaid, which is of record in the Register's Office of DeSoto County, Mississippi in Book 68, Page 339, to which reference is here made; and

WHEREAS, The Williamsburg Savings Bank, is the owner and holder of the note aforesaid and the Deed of Trust aforesaid securing it by virtue of an assignment from a holder in due course; and

WHEREAS, the said Williamsburg Savings Bank desires to remove the said James R. Houston as Trustee(s) under said Deed of Trust and replace Him by appointing a Successor Trustee.

NOW, THEREFORE, the said Williamsburg Savings Bank pursuant to and in compliance with authority contained in the Deed of Trust aforesaid, does hereby remove the said James R. Houston as Trustee(s) and appoints Delta Title Company as Successor Trustee under said Deed of Trust, who is vested with all the rights, powers, and privileges of the original Trustee(s) named in said Deed of Trust.

IN WITNESS WHEREOF, The Williamsburg Savings Bank has caused this instrument to be executed by and through its duly authorized officers.

This 9th day of December, 1974



(CORPORATE SEAL)

THE WILLIAMSBURG SAVINGS BANK

By [Signature] Sr. Vice President - Paul W. Stedman



ATTEST [Signature] Ass't Cashier & Ass't Secretary State OF New York

COUNTY OF Kings

Before me, the undersigned Notary Public in and for said County and State personally appeared Paul W. Stedman and Benedict J. Arandolara with whom I am personally acquainted and who upon oath acknowledged themselves to be the Sr. Vice President and Ass't Cashier & Ass't Secretary respectively of THE WILLIAMSBURG SAVINGS BANK being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Sr. Vice President Paul W. Stedman and attesting the same by the Ass't Cashier & Ass't Secretary

WITNESS my hand and Notarial Seal at office this 9th day of December, 1974

My Commission Expires: [Signature] NOTARY PUBLIC

MAIL TAX BILLS TO: NATIONAL MORTGAGE COMPANY, 404 Knight Arnold Road, Memphis, Tennessee 38118. PROPERTY ADDRESS: 6041 Whitehead Cove, Southaven, Miss. 38671

LORRAINE BELASKI, Notary Public, State of New York, No. 24-4521973, Qualified in Kings County, Commission Expires March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 142 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Print 2-25 no.

[Signature] CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BANK OF WALLS, Branch Office-Tunica County Bank, in Walls, Mississippi, hereby release from the lien of the Deed of Trust given by EDWARD L. WHITTEN, SR. and wife, ANN YATES WHITTEN, for the benefit of BANK OF WALLS, Branch Office-Tunica County Bank, which Deed of Trust is dated October 21, 1969, and recorded in Deed of Trust Book 113, Page 252 of the Trust Deed Records of County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

10.01 Acres, more or less, in the Northeast Quarter of the Southeast Quarter of Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi; described as:
of the Northeast Quarter
BEGINNING at the Southwest Corner of the Southeast Quarter of said section; thence run North for a distance of 500.0 feet; thence run North 89° 48' 19" East a distance of 604.95 feet; thence run Southeastwardly a distance of 571.24 feet; thence run South for a distance of 233.0 feet; thence run South 89° 48' 19" West for a distance of 1,109.55 feet to the Point of Beginning.

In all other respects said Deed of Trust recorded in Deed of Trust Book 113, Page 252 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 16th day of December, 1974.

BANK OF WALLS
Branch Office - Tunica County Bank

By ✓ O. W. A. Anderson
(Name) President
(Title)

STATE OF MISSISSIPPI

COUNTY OF TUNICA

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) O'DELLA SANDERS, the (Title) PRESIDENT of BANK OF WALLS, Branch Office Tunica County Bank, Walls, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said bank, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 16th day of December, 1974.



[Signature]
NOTARY PUBLIC

My Commission Expires:

8-30-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 143 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.00 pd.

SEAL

[Signature]
CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BANK OF WALLS, Branch Office - Tunica County Bank, in Walls, Mississippi, hereby release from the lien of the Deed of Trust given by EDWARD L. WHITTEN, SR. and wife, ANN YATES WHITTEN, for the benefit of BANK OF WALLS, Branch Office - Tunica County Bank, which Deed of Trust is dated October 21, 1969, and recorded in Deed of Trust Book 113, Page 252 of the Trust Deed Records of County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

9.1 Acres, more or less, in the Northeast Quarter of the Southeast Quarter of Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi; described as:

BEGINNING at the Northeast Corner of the Southeast Quarter of said section; thence run South a distance of 1,320.0 feet; thence run South 89° 48' 19" West a distance of 210 feet, more or less; thence run North a distance of 721.74 feet; thence run North 23° 31' 46" West a distance of 438.36 feet; thence South 89° 48' 19" West a distance of 330 feet; thence North 200.0 feet; thence North 89° 48' 19" East a distance of 715.05 feet to the Point of Beginning.

 In all other respects said Deed of Trust recorded in Deed of Trust Book 113, Page 252 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 16th day of December, 1974.

BANK OF WALLS,
 Branch Office - Tunica County Bank

By O. Allen A. Sanders
 (Name)
President
 (Title)

146

STATE OF MISSISSIPPI
COUNTY OF TUNICA

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) O'DELL H. SANDER, the (Title) PRESIDENT of BANK OF WALLS, Branch Office-Tunica County Bank, Walls, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said bank, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 16th day of December, 1974.



(SEAL)

James K. Ashe
NOTARY PUBLIC

My Commission Expires:

8-30-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P.M. 17 day of Dec. 1974, and that the same has been recorded in Book 180 Page 145 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.00 pd.

SEAL

H. P. [Signature] CLERK

SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by George F. Edmonds and wife, Mathilde M. Edmonds DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated November 19th, 19 74, securing a note in the sum of \$ 23,700.00, recorded in Book 181, Page 593, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 23,700.00, plus interest at the rate of 7 3/4 per annum, the first monthly installment being due the 1st day of January, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereto affixed on this the 6th day of December, 19 74.

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:
Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 6th day of December, 19 74.

My Commission Expires Sept. 13, 1977

Judith E. Miles
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 142 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. J. [Signature]
CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Gary Lynn Brown and wife, Mary K. Brown, /to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated November 29th, 1974, securing a note in the sum of \$ 25,300.00, recorded in Book 181, Page 597, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 25,300.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of January, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereto affixed on this the 6th day of December, 19 74.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 6th day of December, 19 74.

My Commission Expires Sept. 13, 1977

Judith Corbin
NOTARY PUBLIC

2/71/226

kt

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 148 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee 2.50

H. B. [Signature]
CLERK

150

2.50

341140

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desota COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Trust Deed executed by Pinkney E Smith and wife Katherine Smith to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 52 and 53 of Book Number 4 of the Record of Deeds or Deeds of Trust in your office.

This 6 day of Dec., 19 74.

THE FIRST NATIONAL BANK OF MEMPHIS
By Marie Jordan
Marie Jordan Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marie Jordan Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 6 day of Dec., AD, 19 74.



Anna L. Leppard
Notary Public
MY COMMISSION EXPIRES NOV. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 17 day of Dec. 1974, and that the same has been recorded in Book 182 Page 150 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee 2.50

H. P. Gessner
CLERK

H. D. Ferguson
CHANCERY CLERK

3.00 403678

This Indenture, made by and between JOHN W. RHEA and wife, WINNIFRED R. RHEA

party of the first part; TROY BARRON party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 2, Section A of Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 13 and 14, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$11,761.68, evidenced by the following promissory notes of even date herewith: executed by the parties of the first part in the above amount, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 84 installments of 140.02 each, the first of said installments being due and payable Jan. 13, 1975 and the remainder of said installments being due and payable on the 13th day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and thereupon may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do so, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 26 day of November, 1974

Troy Barron
TROY BARRON

John W. Rhea
JOHN W. RHEA
Winnifred R. Rhea
WINNIFRED R. RHEA

MY COMMISSION EXPIRES

152

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

JOHN W. RHEA and wife, WINNIFRED R. RHEA

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 26 day of November, 1974

My Commission expires: _____ MY COMMISSION EXPIRES MAR 26, 1977

[Signature]
Notary Public

NO TG# RS

Return to: Troy Barron, Timepay Dept., First Natl. Bank, Memphis

Mail Tax Bills to and persons responsible for paying:
Mr. & Mrs. John W. Rhea

TITLE INSURANCE is the only guarantee protection against real estate title losses.

3.00 pd.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM _____

TO _____

FOR THE USE OF _____ Trustee

STATE OF MISSISSIPPI
County of Desoto

[Signature]
Clerk

of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 17 day of Dec., AD, 1974

at 10:35 o'clock A. M., and has been this day duly recorded in Trust Deed Record _____

Page _____

WITNESS my hand and official seal, this _____ day of _____, 19 _____

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 17 day of Dec., 1974, and that the same has been recorded in Book 182 Page 151 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec., 1974.

Fees \$3.00 pd.

SEAL

[Signature]
CLERK

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from
 FRANK G. CALVI and wife, ANNA V. CALVI to
 MAX B. OSTNER, JR., Trustee, for the use and benefit
 of JAMES E. MCGEHEE & COMPANY, INC., dated
 December 28, 1972, and recorded in Book 153, page 156, of the records of Mortgage and
 Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having
 been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC.,
 as lawful holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed
 to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said JAMES E. MCGEHEE & COMPANY, INC.,
 has caused its corporate name signed hereto by and through its proper
 officers duly authorized so to do), this the 16th day of DECEMBER, 1974.

JAMES E. MCGEHEE & COMPANY, INC.

ATTEST:

Jean Young
 Secretary

Harold V. Crase
 Vice President

STATE OF

COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named
 _____, who acknowledged that he signed and delivered the
 foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this _____ day of _____, 19____.

Notary Public

My commission expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within
 named HAROLD V. CRASE and
 JEAN YOUNG, known to me to be the
 Vice President and Secretary

respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation,
 who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned,
 for the purpose therein set forth, and in the capacity therein stated, for in behalf of

JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.

Given under my hand and seal this 16th day of DECEMBER, 1974.

Jean Young
 Notary Public

My commission expires: JUNE 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
 35 minutes A.M. 17 day of Dec. 1974, and that the same has been
 recorded in Book 182 Page 153 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$3.00 pd.

SEAL

H. P. [Signature]
 CLERK

ASSIGNMENT

For and in consideration of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, receipt of which is hereby acknowledged, we, Frank James Christopher, or, James Lewis Christopher, do hereby transfer, sell, assign and deliver to the Security Bank of Hernando, Hernando, Mississippi, a certain deed of trust executed by Edgar E. Gossett and Alvin E. Gilless to William H. Austin, Jr., Trustee the use and benefit of the said Frank James Christopher, or, James Lewis Christopher, Beneficiary on the 10th day of October, 1974 encumbering certain land in the County of DeSoto, State of Mississippi with the deed of trust recorded in Trust Deed Book 180, page 381 in the office of the Chancery Clerk of DeSoto County, Mississippi, all of our right, title and interest in and to said deed of trust and the lands described therein together with the indebtedness in the original principal amount of Four Thousand Dollars (\$4,000.00), thereby secured.

WITNESS our signatures this the 29th day of November, 1974.

Frank James Christopher
Frank James Christopher
James Lewis Christopher
James Lewis Christopher

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Frank James Christopher and James Lewis Christopher who acknowledged that they signed and delivered the above and foregoing Assignment on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 29th day of November, 1974.

James B. Bussing
Notary Public

My Commission Expires:

My Commission Expires April 16, 1977.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 17 day of Dec 1974, and that the same has been recorded in Book 182 Page 154 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec 1974.

Fee 2.50

SEAL

H. P. J. [Signature]
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

S. E. Elam

To { DEED OF TRUST
Security Bank of
Hernando

THIS INDENTURE, Made this 17th day of December, 1974
between S. E. Elam

and Security Bank of Hernando

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y
of the second part in the sum of Three Thousand One Hundred Thirty-Four Dollars

& 17/100 (\$3,134.17) evidenced by one promissory note of even date, bearing interest at the
rate of 10% from date, due and repayable on or before March 15, 1975

and any further amount that the party of the second part may furnish the party of the first part during the term of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part
paid by George S. McIngvale Trustee, the part Y of the first part has S this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the specified
products of every kind that grow on land and all the crops of every kind to be grown by the
family, or any hands working with or under the hand, and all the crops of every kind to be grown by the
any cultivate, or cause to be cultivated, or planted or sown and all the other implements of every kind and

Lot 262, Section A Lake of the Hills Subdivision as shown on plat appearing of record
in Plat Book 2, Pages 29-33 in the Chancery Court Clerk's office of DeSoto County,
Mississippi, to which recorded plat reference is made for a more particular description.
Said lot being situated in Section 19, Township 3, Range 9.

Handwritten signatures and notes:
17th day of Dec 1974
George S. McIngvale
Trustee

Should the Trustee at any time believe said property, or any part thereof, to be insufficient to secure the said debt, he may then lawfully take possession of said property and sell the same as herein before directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 15th day of March, 1975, then the instrument is to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be returned to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein outlined, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.
Witness S. E. Elam

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority
S. E. Elam of said County, the within named

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of December, 1974
(SEAL) DeSoto J. Crumshaw Clerk
By Notary Public D. C.

My Commission Expires: 3-8-76

STATE OF MISSISSIPPI, DeSOTO COUNTY
Before me, DeSoto J. Crumshaw of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
deposed and said that he saw the above named
whose name DeSoto J. Crumshaw subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness
therein in the presence of the said DeSoto J. Crumshaw and that he saw the other subscribing witness
sign the same in the presence of the said DeSoto J. Crumshaw
and the witness signed in the presence of each other, on the day and year therein named.

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 17 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 155 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees: \$ 2.50 pd.
H. P. Ferguson CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Elnora Stone Mount

To { DEED OF TRUST
Robert Bruce Fulton, et
UX

THIS INDENTURE Made this 13th day of December 1974
between Elnora Stone Mount

and Robert Bruce Fulton and wife, Gertrude Smith ^{Fulton} of the first part,
of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part ies
of the second part in the sum of \$15,000.00 being due and repayable in 120

equal amortized monthly installments of \$178.06 each, the first installment due on or be-
fore the 1st day of January, 1975 and one installment due on the same day of each month
thereafter until paid in full with interest amortized at the rate of 8 1/2 percent per
annum.

and my further intent that the party of the second part may furnish the party of the first part during the year 1974 and thereafter
and the part of the second part to secure the prompt
Therefore, in consideration of the premises, and of the sum of One Dollar to the part of the first part
paid by Dudley B. Bridgforth, Jr., Trustee, the part Y of the first part has S this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, to-wit: All of the above
property in any tract, tract or under any lease, leasehold or tenancy, during the term of the lease, leasehold or tenancy, and
any cultivable or to be cultivated or located on the lot and all other improvements of every kind and

Lot 16, Fulton Subdivision in the community of Maywood, Section 29, Township 1 South,
Range 6 West, as per plat thereof recorded in Book 32, Page 348, in the office of the
Chancery Clerk of DeSoto County, Mississippi, reference to which map or plat is here
made in aid of and as a part of this description.

Party of the first part reserves the right to prepay all or any part of said indebtedness
on or before due date without penalty. A failure to make any payments when due shall
operate to cause the entire unpaid indebtedness to become immediately due and payable at
the option of the owner and holder of this instrument.

Party of the first part covenants to maintain fire and extended coverage insurance on the
improvements situated on said property with a loss payable clause to parties of the
second part.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness
as aforesaid, then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the part Y
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part their
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Elnora Stone Mount
Elnora Stone Mount

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named
Elnora Stone Mount

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of December 1974.
My Commission Expires: 5-4-77 (SEAL) Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
deposed and said that he saw the above named
whose name subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness
and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A.M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 156 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee \$2.50
H. B. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
331 PAGE 596
12 DAY OF Feb 19 86
H. B. Ferguson
CHANCERY CLERK
DS.

158

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss. Guaranty Loan Corporation
DeSoto County. } By Conway Yates, Trustee

KNOW ALL MEN BY THESE PRESENTS: That Liberty Loan Corporation, Broker
of Southaven, Miss. 38671 the beneficiary, does hereby certify that a certain trust deed
bearing date the 21st. day of November 19 72, made and executed by James Leroy Watkins
and Betty Watkins of Southaven, Miss. 38671 to Guaranty Loan Corporation
the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto
County, in the State of Mississippi in Chancery Court Trust Deed Record No. 150 on page 691
of the Record of Trust Deeds, on the 21st. day of November, A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Guaranty Loan Corporation
Conway Yates Trustee

STATE OF MISSISSIPPI, } ss.
DeSoto County. }

Personally came and appeared before me, the undersigned authority Conway Yates
in and for County and State aforesaid, Trustee who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 16th. day of December

Vivian S. Jefferson
5-1-74



LAWRENCE-GARDNER 87843

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A.M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 158 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 2.50

SEAL

H. P. Jefferson CLERK

H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between James Watkins and wife,
Betty Watkins

of the first part, hereinafter designated as the Grantor, Allen B. Couch

Trustee, of the second part, hereinafter designated as Trustee, and
First National Bank of Hernando, Mississippi, Southaven Branch

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
-----ONE THOUSAND FOUR HUNDRED----- DOLLARS
(\$ 1,400.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 11.13 per centum per annum after
. providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The note is due and payable in thirty-six (36) equal monthly
installments of Sixty-Eight and 40/100 Dollars (68.40) each,
beginning on the 18th day of January, 1975, and a like amount
on the 18th day of each succeeding month thereafter.

This is a second Deed of Trust.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

"Lot 225, Revised plan, Section C, Carriage Hills Subdivision
in Sections 23 and 24, Township 1 South, Range 8 West, as shown
on plat of record in Plat Book 3 pages 38 and 39, in the office
of the Chancery Clerk of DeSoto County, Mississippi, to which
plat references is hereby made for a more particular description
of said lot."

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said secured property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of Dec. 19 74

James L. Watkins
Betty Watkins

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James Watkins and wife, Betty Watkins who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of December 19 74

My Commission Expires: 5-7-77

My Commission Expires May 7, 1977

Bessie J. Ingram
Bessie J. Ingram
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 18 day of Dec. 1974, and that the same has been recorded in Book 182 Page 159 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee: \$ 5.00 pd.

SEAL

H. P. Ingram
CLERK

162

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That R. D. Harper, Vice-President
of Coahoma National Bank the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of December 19 72 made and executed by Dr. James C. Robbins
and wife, Judy S. Robbins of _____ to _____
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 151 on page 347
of the Record of Trust Deeds, on the 12th day of December, A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 13 day of December, 1974.

COAHOAMA NATIONAL BANK
BY: [Signature]
R. D. HARPER, Vice-President

STATE OF MISSISSIPPI, }
~~DeSoto~~ County. } ss.
DESOTO

Personally came and appeared before me, the undersigned authority _____ of law
in and for County and State aforesaid, R. D. Harper, Vice-President, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said
bank, after having been first duly authorized so to do.
Given under my hand and seal of office this 13 day of December, A. D. 19 74

My commission expires:
My Commission Expires May 20, 1978

Mary E. Eason
Notary Public



LANREUCI-GREENWOOD 57044

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A.M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 162 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 18 day of Dec. 1974.

Fees 2.50

[Signature] CLERK

This instrument prepared by J. L. Mills

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jacob H. Doyle

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and Promissory Note & Security Agreement.

WHEREAS, Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Ted W. Neal and wife Betty T. Neal	10-8-73	Book <u>157</u> Page <u>49</u>	Lot Five hundred nine (509) Section B. Subdivision, in Section 23 Township 1 South, Range 8, west as shown on the revised plat of said Subdivision which is recorded in plat Book 2, Page 14, 15, 16 in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial Credit Plan, Inc. as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim and convey unto said grantors their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial Credit Plan, Inc. covenants with the said grantors that they the legal owner S and holder S of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial Credit Plan, Inc. has hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 16th day of December 19 74

J. L. Mills
COMMERCIAL CREDIT PLAN, INC.

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared J. L. Mills, Asst Treasurer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst Treasurer of the Commercial Credit Plan, Inc. the within named bargainer, a corporation, and that he as such Asst. Treasurer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst Treasurer

WITNESS my hand and seal at office in Memphis, Shelby County, Tn, this 16th day of December, 19 74

My commission expires 29th day of May, 19 77 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 18 day of Dec. 1974, and that the same has been recorded in Book 182 Page 163 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 1.50 pd.

SEAL

H. R. [Signature]
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Gerald W. Chatham and wife,
Kathy R. Chatham
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 17th day of December 1974
between Gerald W. Chatham and wife, Kathy R. Chatham
and The Hernando Bank

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Thirteen Thousand and NO/100 Dollars (\$13,000.00) evidenced by one promissory note of even date and like amount due and payable on or before the 17th day of December, 1975 with interest from Date at the rate of 9 1/2% per annum.

and any further amount that the party of the second part may furnish the party of the first part during the year 19 not to exceed... and the part ies of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William W. Ballard Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... either as landlord or tenant or otherwise during the year 19 on the land that may cultivate, or cause to be cultivated as landlord or tenant and all farming implements of every kind and

THE LAND LYING AND BEING SITUATED IN SECTION TWENTY-FOUR (24), TOWNSHIP FIVE (5) SOUTH, RANGE EIGHT (8) WEST, TATE COUNTY, MISSISSIPPI:

Being more particularly described as being the East Half of the West Half of the Northeast Quarter of Section 24, Township 5 South, Range 8 West, Tate County, Mississippi, and containing 40 acres, more or less.

If default be made in the payment of this Note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 17th day of December 1975, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the Trust herein provided for, the part ies of the second part, its assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness OUR signature S the date written above.
Witness
Gerald W. Chatham
Kathy R. Chatham

STATE OF MISSISSIPPI, DESOTO COUNTY.
I, _____, appeared before me the undersigned authority of said County, the within named Gerald W. Chatham and wife, Kathy R. Chatham they

signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 17th day of December 1974
My Commission expires 7/1/78 (SEAL) Elvis M. Barber Clerk
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 18 day of Dec 1974, and that the same has been recorded in Book 182 Page 164 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec 1974.
Fees \$ 2.50 pd.
H. P. [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss issippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of November 19. 70, made and executed by Robert L. Youngblood
and wife, Shirley S. Youngblood Olive Branch, Miss to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 127 on page 27
of the Record of Trust Deeds, on the 12th day of April, A. D. 19. 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public
in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned

Given under my hand and seal of office this 10th day of December A. D. 19. 74



James Bell
My Comm. Expires Nov. 6, 1975

LAWRENCE-GARDNER-0000 0794A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 165 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. Leggy CLERK

166

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of April 1968, 1968 made and executed by John Lee Wiseman and
wife Helen of Olive Branch, Miss to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 101 on page 187
of the Record of Trust Deeds, on the 22nd day of April, A. D. 1968, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Reggie Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Henry Little
in and for County and State aforesaid Reggie Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 10th day of December, A. D. 1974
A. Henry Little
My Comm. Expires Nov. 6, 1975

LAWRENCE-SARTWELL 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 166 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees 2.50

H. P. Grogan CLERK

ASSIGNMENT OF NOTES AND DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, ELVIS A. PRESLEY by VERNON E. PRESLEY, his attorney-in-fact (Power of Attorney recorded in Power of Attorney Book 39, page 317, Records of DeSoto County, Mississippi), of Shelby County, Tennessee, hereby assigns and transfers and sets over unto CHARLES ROBERT MOORE, all his right, title and interest in and to that certain Deed of Trust dated December 1, 1972, executed by Boyle Development Company, a corporation, to Elvis A. Presley, and filed for record on December 6, 1972, at 11:30 o'clock A. M., and recorded in Book 151, page 191 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, together with eight (8) notes each in the amount of \$25,805.00, dated December 1, 1972, for a total of \$206,440.00, signed by Boyle Development Company, and all monies due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 17th day of December, 1974.

ELVIS A. PRESLEY
Elvis A. Presley
BY: *Vernon E. Presley*
Vernon E. Presley
Attorney-in-fact

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named VERNON E. PRESLEY, attorney-in-fact for ELVIS A. PRESLEY, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as the voluntary act and deed of said ELVIS A. PRESLEY.

Given under my hand and seal this 17th day of December, 1974.

Harold H. Eichen
Notary Public

My Commission Expires:
My Commission Expires September 17, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 18 day of Dec. 1974, and that the same has been recorded in Book 182 Page 167 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.00 pd.

SEAL

H. P. [Signature]
CLERK

168

MISSISSIPPI ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that BOYLE MORTGAGE COMPANY a corporation organized under the laws of the State of Tennessee, having its principal office at 5900 Poplar Avenue, Memphis, Tennessee, for good and valuable consideration to it in hand paid by FEDERAL NATIONAL MORTGAGE ASSOCIATION, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION all its right, title and interest in and to that certain Deed of Trust

executed by Jere Hollomon and wife, Carolyn P. Hollomon

unto Wilson P. Barton, Jr. and Jack O. Tackett, Trustee, dated October 18, 1974

and filed for record in the Recorder's Office for DeSoto County,

Mississippi, on the 25th day of October 1974, and recorded in

Book 181 Page 7 together with the note/s and indebtedness described in, and secured by, the Instrument aforesaid.

TO HAVE AND TO HOLD the same unto the said FEDERAL NATIONAL MORTGAGE ASSOCIATION, and unto its successors and assigns forever.

EXECUTED this 25th day of October 1974.

ATTEST:

By Sadie Howard
Assistant Secretary

BOYLE MORTGAGE COMPANY
By [Signature]
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for said County and State at Memphis, duly commissioned and qualified, personally

appeared W.A. Clendenin and Sadie Howard with whom I am personally acquainted, and who upon oath stated they were respectively the

Vice President, and the Assistant Secretary, of Boyle Mortgage Company the assignor, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis

this 25th day of October 1974.

My Commission expires December 5, 1978

[Signature]
Notary Public

This Instrument prepared by:
Boyle Mortgage Company
P. O. Box 17800
Memphis, Tennessee 38117

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 18 day of Dec. 1974, and that the same has been recorded in Book 182 Page 168 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 2.50 mt.

REAL

[Signature]
CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of August 1969, made and executed by Glennell Harrison and
wife, Rosie B. Harrison of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 112 on page 130
of the Record of Trust Deeds, on the 5th day of September A. D. 1969, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. H. Hester, Public
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of December A. D. 1974



A. H. Hester

My Comm. Expires Nov. 6, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 169 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. R. Hester CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 31st day of December 19 70, made and executed by Glennell Harrison and
wife, Rosie Harrison of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 123 on page 524
of the Record of Trust Deeds, on the 6th day of January, A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Henry Bellie
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of December A. D. 19 74

A. Henry Bellie

My Comm. Expires Nov. 6, 1979



LAURENCE-GARDNER CO. 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 18 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 170 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fee: 2.50 pd.

SEAL

H. P. [Signature] CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec, 1974, by and between Nesbit Water Association, Inc., of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 27th day of January 1972, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 138 Page 10 in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$ 7100.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note dated December 18, 1974, for the principal sum of ~~Two hundred Twenty Six Thousand, eight hundred~~ Twenty Four & 93/100 Dollars (\$ 226,824.93) with interest at the rate of FIVE percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.
[Signature] (SEAL)
President
[Signature] (SEAL)
Secretary

Witnesses:
[Signature]
[Signature]
Witnesses

UNITED STATES OF AMERICA
By: [Signature]
County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:
[Signature]
[Signature]
Witnesses

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

On this 18th day of December, 1974, before me
H.G. Ferguson *Chancery Clerk*, a notary public, duly commissioned,
 qualified and acting, within and for said county and state, appeared
 in person the within named C. L. Cotton and George W. Harden, to me
 personally well known, who stated that they were the President and
 Secretary, respectively, of the Nesbit Water Association, Inc., and
 were duly authorized in their respective capacities to execute the
 foregoing instrument for and in the name and behalf of said corpora-
 tion, and further stated and acknowledged that they had so signed,
 executed and delivered said foregoing instrument for the consideration,
 uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
 notarial seal on this the 18th day of December, 1974.

H.G. Ferguson
 Notary Public
Chancery Clerk
by E. Miller D.C.

(S E A L)
 My Commission Expires:
 My Commission Expires January 5, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 18 day of Dec. 1974, and that the same has been
 recorded in Book 182 Page 171 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.00 pd.

SEAL

H.G. Ferguson CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec, 1974, by and between Nesbit Water Association, Inc. of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 16th day of March 1972, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 139 Page 555 in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$ 20,000.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note, dated December 18, 1974, for the principal sum of ~~Twenty Four & 93/100~~ ^{two hundred twenty six thousand, eight hundred} ~~dollars (\$ 226,824.93)~~ with interest at the rate of FIVE percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.

Robert D. ...

(SEAL)
President

James ...

(SEAL)
Secretary

Witnesses:

Paul L. McClendon
Robert B. ...
Hernando MS

UNITED STATES OF AMERICA

By: *David ...*

County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:

Paul L. McClendon
Robert B. ...
Hernando MS

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ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On this the 18th day of December, 1974, before me
H. G. Ferguson ^{Chancery Clerk}, a notary public, duly commissioned,
qualified and acting, within and for said county and state, appeared
in person the within named C. L. Cotton and George W. Harden, to me
personally well known, who stated that they were the President and
Secretary, respectively, of the Nesbit Water Association, Inc., and
were duly authorized in their respective capacities to execute the
foregoing instrument for and in the name and behalf of said corpora-
tion, and further stated and acknowledged that they had so signed,
executed and delivered said foregoing instrument for the consideration,
uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
notarial seal on this the 18th day of December, 1974.

H. G. Ferguson
Notary Public
Chancery Clerk
by S. Miller D.C.

(S E A L)
My Commission Expires:
My Commission Expires January 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at ___ o'clock
___ minutes ___ M. ___ day of ___ 1974, and that the same has been
recorded in Book ___ Page ___ records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the ___ day of ___ 1974.

Fees \$ ___ pd.

SEAL

H. P. Ferguson CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec, 19 74, by and between Nesbit Water Association, Inc., of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 15th day of April 1968, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 101, Page 125 in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$ 35,400.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note dated December 18, 19 74, for the principal sum of ~~Twenty Six thousand, three hundred~~ ^{Two hundred twenty six thousand, three hundred} Dollars (\$ 226,824.93) with interest at the rate of ~~FIVE~~ ^{Five} percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.

[Signature] (SEAL)
President

[Signature] (SEAL)
Secretary

Witnesses:

[Signature]
[Signature]
Witnesses

UNITED STATES OF AMERICA

By: *[Signature]*
County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:

[Signature]
[Signature]
Witnesses

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ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

On this 18th day of December, 1974, before me

H. G. Ferguson ^{Chancery Clerk}, a notary public, duly commissioned,

qualified and acting, within and for said county and state, appeared in person the within named C. L. Cotton and George W. Harden, to me personally well known, who stated that they were the President and Secretary, respectively, of the Nesbit Water Association, Inc., and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this the 18th day of December, 1974.



H. G. Ferguson
Notary Public
*Chancery Clerk
by E. Miller DC.*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of Dec 1974, and that the same has been recorded in Book 182 Page 175 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec, 1974.

Fees \$ 3.00 pd.

SEAL

H. G. Ferguson CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec., 19 74, by and between Nesbit Water Association, Inc., of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 25th day of August 1971, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 132 Page 284, in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$ 20,000.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note dated December 18, 19 74, for the principal sum of ~~Twenty Four & 93/100~~ ^{Two Hundred Twenty Six Thousand Eight Hundred} Dollars (\$ 226,824.93) with interest at the rate of ~~FIVE~~ ^{Five} percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.
[Signature] (SEAL)
President
[Signature] (SEAL)
Secretary

Witnesses:
[Signature]
[Signature]
Hernando MS

UNITED STATES OF AMERICA
By: [Signature]
County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:
[Signature]
[Signature]
Hernando MS

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COURTY OF DESOTO

On this 18th day of December, 1974, before me
H.G. Ferguson *Chancery Clerk*, a notary public, duly commissioned,
 qualified and acting, within and for said county and state, appeared
 in person the within named C. L. Cotton and George W. Harden, to me
 personally well known, who stated that they were the President and
 Secretary, respectively, of the Nesbit Water Association, Inc., and
 were duly authorized in their respective capacities to execute the
 foregoing instrument for and in the name and behalf of said corpora-
 tion, and further stated and acknowledged that they had so signed,
 executed and delivered said foregoing instrument for the consideration,
 uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
 notarial seal on this the 18th day of December, 1974.

H.G. Ferguson
 Notary Public
Chancery Clerk
by E. Miller D.C.

(S E A L)

My Commission Expires:

My Commission Expires January 5, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 18 day of Dec 1974, and that the same has been
 recorded in Book 182 Page 177 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 18 day of Dec, 1974.

Fees \$3.00 pd.

SEAL

H.G. Ferguson CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec., 1974, by and between Nesbit Water Association, Inc., of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 14th day of May 1965, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 83, Page 1 in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$136,000.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note dated December 18, 1974, for the principal sum of ~~two hundred twenty six thousand three hundred~~ ^{two hundred twenty four & 93/100} Dollars (\$ 226,824.93) with interest at the rate of FIVE percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.
[Signature] (SEAL)
President
[Signature] (SEAL)
Secretary

Witnesses:
[Signature]
[Signature]
Hernando MS

UNITED STATES OF AMERICA
By: [Signature]
County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:
[Signature]
[Signature]
Hernando MS

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On this the 18th day of December, 1974, before me
H. G. Ferguson ^{Chancery Clerk}, a notary public, duly commissioned,
qualified and acting, within and for said county and state, appeared
in person the within named C. L. Cotton and George W. Harden, to me
personally well known, who stated that they were the President and
Secretary, respectively, of the Nesbit Water Association, Inc., and
were duly authorized in their respective capacities to execute the
foregoing instrument for and in the name and behalf of said corpora-
tion, and further stated and acknowledged that they had so signed,
executed and delivered said foregoing instrument for the consideration,
uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
notarial seal on this the 18th day of December, 1974.



H. G. Ferguson
Notary Public
Chancery Clerk
By E. Miller D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 18 day of Dec 1974, and that the same has been
recorded in Book 182 Page 179 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Dec 1974.

Fees \$ 3.00 pd.

SEAL

H. G. Ferguson, CLERK

STIPULATION AMENDING SECURITY INSTRUMENT

THIS AGREEMENT, made and entered into this 18 day of Dec, 1974, by and between Nesbit Water Association, Inc., of the County of Desoto, State of Mississippi, and the United States of America:

WITNESSETH, That: WHEREAS, on the 20th day of January 1967, Nesbit Water Association, Inc. executed to the United States of America a certain security instrument which appears of record in (Hernando) Book 93 Page 105 in the Office of the Chancery Court of Desoto County, Mississippi; and

WHEREAS, the parties hereto desire to amend the said security instrument so that the first whereas clause will reflect the fact that the repayment period of the indebtedness of \$ 11,600.00 has been extended;

NOW, THEREFORE, it is agreed by and between the parties hereto that said security instrument shall be and the same is hereby amended so as to state that the new promissory note dated December 18, 1974, for the principal sum of ~~Two Hundred Twenty Six Thousand Dollars~~ Two Hundred Twenty Four Thousand Dollars (\$ 226,824.93) with interest at the rate of FIVE percent (5 %) per annum, executed by borrower and payable to the order of the Government in installments as specified therein, the final installment being due and payable FORTY (40) years from the date of the note.

It is further agreed that all other terms and conditions of said security instrument shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Nesbit Water Association, Inc.

[Signature] (SEAL)
President

[Signature] (SEAL)
Secretary

Witnesses:

[Signature]
[Signature]
Notary Public MS

UNITED STATES OF AMERICA

BY: *[Signature]*
County Supervisor
Farmers Home Administration
United States Department of Agriculture

Witnesses:

[Signature]
[Signature]
Notary Public MS

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

On this 18th day of December, 1974, before me
H. G. Ferguson ^{Chancery Clerk}, a notary public, duly commissioned,
 qualified and acting, within and for said county and state, appeared
 in person the within named C. L. Cotton and George W. Harden, to me
 personally well known, who stated that they were the President and
 Secretary, respectively, of the Nesbit Water Association, Inc., and
 were duly authorized in their respective capacities to execute the
 foregoing instrument for and in the name and behalf of said corpora-
 tion, and further stated and acknowledged that they had so signed,
 executed and delivered said foregoing instrument for the consideration,
 uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereto set my hand and
 notarial seal on this the 18th day of December, 1974.



H. G. Ferguson
 Notary Public
 Chancery Clerk
 by E. P. Miller D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 18 day of Dec. 1974, and that the same has been
 recorded in Book 182 Page 181 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 18 day of Dec. 1974.

Fees \$ 3.00 pd.

SEAL

H. G. Ferguson CLERK

PCA-M-404
 Rev. 6-1-64

LAND DEED OF TRUST

WHEREAS, Earl A. Read

is/are indebted to the

CLARKSDALE PRODUCTION CREDIT ASSOCIATION, of CLARKSDALE MISSISSIPPI (hereinafter called Beneficiary), in the sum of Sixty Nine Thousand Two Hundred and No/100 Dollars, for money loaned or to be loaned as evidenced by a promissory note(s) of even date herewith, payable as follows:

- No. 1, for \$ 69,200.00 due on demand after 11/15/75 ; No. 5, for \$ _____, due on demand after _____ ;
- No. 2, for \$ _____, due on demand after _____ ; No. 6, for \$ _____, due on demand after _____ ;
- No. 3, for \$ _____, due on demand after _____ ; No. 7, for \$ _____, due on demand after _____ ;
- No. 4, for \$ _____, due on demand after _____ ;

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said Note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date Earl A. Read and Beulah Read

(hereinafter called Grantor, whether one or more),

does hereby grant, bargain, sell, convey and warrant unto A. W. Stevens, Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

A tract of land in Section 24, Township 2, Range 10 West in DeSoto County, Mississippi, more particularly described as beginning at a point on the South line of Starr Landing Road, said point being 15 feet South and 324.16 feet East of the NW corner of Section 24, Township 2, Range 10, West, DeSoto County, Mississippi; thence South 84° 30' East along the said South line of Starr Landing Road a distance of 175.0 feet to a point; thence South 5° 30' West a distance of 373.37 feet to a point; thence North 84° 30' West a distance of 175.0 feet to a point; thence North 5° 30' East a distance of 373.37 feet to the point of beginning, containing an area of 1.5 acres, more or less.

Earl A. Read
 Signed for Identification

Grantor further covenants and agrees:

1. Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.
2. That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assignee may: (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 888, Mississippi Code of 1942, and Section 111, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 17th day of December, 1974

Earl A. Read
Earl A. Read
Beulah Read
Beulah Read

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Before me, the undersigned authority in and for said County, in said State, this day personally appeared the within named Earl A. Read and Beulah Read

who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 17 day of December, 1974

(SEAL)

Ray S. Roberts
Notary Public
My Commission Expires Jan. 6, 1976

My commission expires _____

DE SOTO COUNTY
In instrument was
filed and
24 18 74
and that the
book No. _____
of this _____ 19____
Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 7 o'clock 36 minutes P.M. 18 day of Dec., 1974, and that the same has been recorded in Book 182 Page 183 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Dec., 1974.

Fees \$ 3.00 pd.

SEAL

H. P. J. [Signature] CLERK

COUNTY OF _____

I certify that this Deed of Trust was filed for record in my office at _____ o'clock _____ M., on the _____ day of _____, 19____, and was duly recorded the _____ day of _____, 19____.

on page _____, Book No. _____ in my office.

WITNESS my hand and seal of this office, this _____ day of _____, 19____.

Chancery Clerk

(SEAL)

D. C.

RECORD DEED OF TRUST

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO }

WHEREAS,

P. C. GADD AND GLADYS M. GADD

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,
IN THE SUM OF _____

EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100

_____ DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF JANUARY 1977

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

P. C. GADD AND WIFE, GLADYS M. GADD

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED

TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

FARM NUMBER 11, LEWISBURG FARMS IN SECTION 22, TOWNSHIP 2,
RANGE 6 WEST AS SHOWN ON RECORDED PLAT OF SAID SUBDIVISION
IN PLAT BOOK 10, PAGES 42, 43 & 44 IN THE OFFICE OF THE
CHANCERY CLERK OF DeSOTO COUNTY, MISSISSIPPI.

CANCELLED BY AUTHORITY RECORDED IN BOOK

211 PAGE 63

THIS 29 DAY OF April 1977

H. D. Ferguson
CHANCERY CLERK

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, FUNDS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PURPOSE OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL FUNDS ADVANCED BY MORTGAGES, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY FUNDS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION 11, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 11th DAY OF DECEMBER 19 74

P. G. Gadd
Gladys M. Gadd

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

P. G. GADD AND WIFE, GLADYS M. GADD

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 18th DAY OF December 19 74

(SEAL)
MY COMMISSION EXPIRES 3-8-76

Barbara J. Crumley
Notary Public
(OFFICIAL CAPACITY)

STATE OF _____
COUNTY OF _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 18 day of Dec 1974, and that the same has been recorded in Book 142 Page 185 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of Dec 1974.

Fees \$ 5.00 pd.

SEAL
H. P. [Signature] CLERK

MY COMMISSION EXPIRES _____ (OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 2:30 O'CLOCK P M. ON THE 18 DAY OF dec 19 74 AND DULY RECORDED ON THE _____ DAY OF _____

19 _____ ON PAGE _____ OF BOOK _____ OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____ DAY OF _____ 19 _____

(SEAL) pd.
5.00
De Soto

_____ CHANCERY CLERK
BY _____ D. C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between DAN COOPER

of the first part, hereinafter designated as the Grantor.

ROBERT Q. WHITWELL Trustee, of the second part, hereinafter designated as Trustee, and
ODIS ALLEN & WIFE, EARLINE ALLEN
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWO THOUSAND DOLLARS & NO/ 100-----DOLLARS
(\$2,000.00) evidenced by one promissory note of even date herewith in favor of
including the beneficiary, bearing interest at the rate of Six (6%) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Twenty (20) equal monthly payments of \$110.00, beginning on the
15th day of November, 1974, and a like amount on the 15th day
of each and every succeeding month thereafter, until the entire
principal and interest are paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
Southaven, DeSoto County,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 2293, Section K, Southaven West Subdivision in Section 27,
Township 1 South, Range 8 West, as per plat thereof recorded
in Plat Book 4, Pages 4 and 5, in the office of the Chancery
Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled
This 3 day of December 1975

Earline Allen
Odin Allen

Attest
W. D. Ferguson
Chancery Clerk
B. P. Washfolk, D.C.

The property herein conveyed is encumbered by first lien of a deed of trust recorded in book 100 at page 303 in the office of the Clerk of the Chancery Court, DeSoto County, Mississippi, making this Deed of Trust herein a recorded second lien on said property.

Together with all the hereditaments and appurtenances therunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of Decembere 74

Dan Cooper
DAN COOPER

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Dan Cooper

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of December 19 74

My Commission Expires: April 9, 1975.

Edna E. Camp
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 70 minutes A M. 19 day of dec 1974, and that the same has been recorded in Book 182 Page 188 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of dec 1974.

Fees 5.00 pd.

H. P. [Signature]

This instrument was prepared by Jack H. Patrick, Vice Pres., Commercial & Industrial Bank, Meridian, Mississippi.

This Indenture, made by and between

Jimmy G. Ketchum and wife, Judy R. Ketchum, parties

party of the first part, Jack H. Patrick

party of the second part, as Trustee; and

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 22 1/4 Section K, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 4 and 5, in the Chancery Clerk of DeSoto County, Mississippi. Being all and the same property conveyed to Garantors herein by Warranty Deed of record in Book 72, Page 207 of the said Clerk's Office.

This conveyance is made in trust, however, to secure the payment of \$7,934.00, evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Thirty-Six (36) monthly installments in the amount of Two Hundred Twenty and 39/100 Dollars (\$220.39) each; first of said installments being due and payable on January 8, 1975 and one of such installments on the 8th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney, then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 6th day of December, 1974

Jimmy G. Ketchum
Judy R. Ketchum

STATE OF Tennessee
 COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Jimmy G. Ketchum and Judy R. Ketchum

who acknowledged that the y signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 6th day of December 1974

Jack H. Patrick
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock No minutes AM 19 day of Dec 1974, and that the same has been recorded in Book 182 Page 191 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of Dec 1974.

Fees \$ 300 pd.

SEAL H. P. J. [Signature] CLERK

MEMPHIS TITLE
 DIVISION OF ST. PAUL TITLE

Divisional Offices:
 100 North Main Building
 P.O. Box 3073
 Memphis, Tennessee 38103
 Phone 901-525-4343

TRUST DEED

FROM
Jimmy G. Ketchum and
 Judy R. Ketchum
 TO
Jack H. Patrick
 Trustee
 FOR THE USE OF
Commercial & Industrial Bank

STATE OF MISSISSIPPI
 County of Desoto } ss.
[Signature] Clerk
 of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 19 day of Dec A.D. 1974 at 11 o'clock A.M. and has been this day duly recorded in Trust Deed Record Page _____

WITNESS my hand and official seal, this _____ day of _____ 19____

_____ Clerk.

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

MTC form 0017

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from HOWARD C. McCLELLAND, III and wife, CARRIE McCLELLAND to WILLIAM W. SIMMONS, III, Trustee, for the use and benefit of MEMPHIS BANK AND TRUST COMPANY, dated June 13, 1974, and recorded in Book 104, page 131, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned MEMPHIS BANK AND TRUST COMPANY as lawful holder of the indebtedness or as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said MEMPHIS BANK AND TRUST COMPANY

has hereunto ~~caused its corporate name signed hereto by and through its proper officers duly authorized so to do~~, this the 3rd day of December, 1974

MEMPHIS BANK AND TRUST COMPANY

BY: *William W. Simmons, III*
VICE-PRESIDENT

STATE OF
COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named William W. Simmons, III, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 3rd day of November, 1974

My Commission Expires August 3, 1977
My commission expires:

Notary Public



STATE OF
COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named _____ and _____, known to me to be the

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock No minutes A M. 19 day of dec 1974, and that the same has been recorded in Book 192 Page 193 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of dec 1974.

Fees \$ 20 pd.

SEAL

H. P. [Signature]
CLERK

My commission expires:

Notary Public

51224

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of November 19 73, made and executed by William L. Gray
and Mamie L. Gray of The Hernando Bank to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 168 on page 584
of the Record of Trust Deeds, on the 28th day of November, A. D. 19 73, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 17th day of Dec. 1974

THE HERNANDO BANK

[Signature]
A. S. BALLARD, JR., PRESIDENT

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Colin M. Barber
in and for County and State aforesaid, A. S. BALLARD, JR., PRESIDENT who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 17th day of Dec. A. D. 19 74

My Commission Expires Jan. 7, 1978



Colin M. Barber

LAWRENCE-GARDNER 21244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
No minutes A M. 19 day of Dec 1974, and that the same has been
recorded in Book 182 Page 194 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 19 day of Dec 1974.

Fees \$ 2.00 pd.

SEAL

[Signature] CLERK

This instrument was prepared by
Jack H. Patrick, Vice Pres.,
Commercial and Industrial Bank

This Indenture, made by and between

Robert H. Stavely and wife, Anne L. Stavely, parties

party of the first part, Jack H. Patrick

party of the second part, as Trustee; and

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 442, Section E, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 17 and 18, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 6,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the rate of the maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 10 day of December, 1974

David White
Anne L. Stavely
Robert H. Stavely
Anne L. Stavely

STATE OF Tennessee
 COUNTY OF Shelby }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Robert H. and Anne L. Staveley
 who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as
 voluntary act and deed.

Given under my hand and seal this the 10 day of December 1974
David L. White
 Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
No minutes A.M. 19 day of Dec 1974, and that the same has been
 recorded in Book 182 Page 195 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 19 day of Dec 1974.
 Fees \$ 3.50 pd.

SEAL

H. P. Ferguson CLERK

MEMPHIS TITLE
 DIVISION OF THE FIDELITY & SECURITY CORPORATION
 100 North High
 P.O. Box
 Memphis, Tennessee
 Phone (901) 527-1111

TRUST DEED

FROM
Robert H. Staveley and wife
Anne L. Staveley
 TO
Jack H. Patrick
 FOR THE USE OF
COMMERCIAL & INDUSTRIAL BANK
 STATE OF MISSISSIPPI
 County of Desoto

I, David L. White
 of the Chancery Court and ex-officio Recorder for
 County and State aforesaid, do hereby certify that
 within instrument of writing was filed for record
 office on the 19 day of Dec
 A.D. 1974 at 11 o'clock A.M., and has
 this day duly recorded in Trust Deed Record
 Page _____
 WITNESS my hand and official seal, this
 _____ day of _____ 19____
 Clerk
 TITLE INSURANCE is the only guaranty
 protection against real estate title losses
 MTC form 0017

DEED OF TRUST

THIS DEED OF TRUST is made this 5th day of November, 1974, among the Grantor, JAMES F. ADAMS and wife, SARA R. ADAMS

(herein "Borrower"), TOM B. SCOTT, JR. (herein "Trustee"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION of JACKSON, a corporation organized and existing under the laws of The United States of America, whose address is Jackson, Mississippi (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 51, Section "A", Revised, Greenbrook Subdivision, in Section Nineteen (19), Township One (1), Range Seven (7) West, DeSoto County, Mississippi, as found in Plat Book 8, Pages 53-54 in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

This instrument has been refiled for the purpose of altering the date of final payment of the indebtedness secured hereby.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Four Thousand One Hundred--Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

Appointment of Successor Trustee of this instrument Recorded in Real Estate 70 Book No. 212 Page 507 This 15 day of June 1977 H. O. Ferguson

Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 206 Page 757 This 20 day of Dec 1976 H. O. Ferguson, Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid at Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

James F. Adams
JAMES F. ADAMS —Borrower

Sara R. Adams
SARA R. ADAMS —Borrower

2459 Cypress Cove
Property Address Southaven, Mississippi 38671
COUNTY IS: DESOTO

STATE OF MISSISSIPPI, DESOTO
Personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES F. ADAMS and wife, SARA R. ADAMS who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office, on this the 5th day of November, A.D., 1974.

My Commission expires:

Elaine McLenew Elder
Notary Public

My Commission Expires May 5, 1978



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock and 30 minutes P M 5th day of Nov 1974 and that the same has been recorded in Book no. 181 Page 237 records of Real Estate Trust deeds in said County.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 19 day of dec 1974, and that the same has been recorded in Book 182 Page 191 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of dec 1974.

Fees \$ 5.00 pd.

SEAL

H. P. [Signature]
CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 190 Page 396
This the 15 day of Sept. 1975
H. S. Ferguson Clerk

^{corrected}
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 190 Page 392
This the 15 day of Sept. 1975
H. S. Ferguson Clerk

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STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

CORRECTION DEED OF TRUST

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 9th day of December, 1974, by and between

ROBERT E. CUNNINGHAM and wife, MARTHA V. CUNNINGHAM

, hereinafter called the Grantor;

G. L. Oates, hereinafter called the Trustee, and

WORTMAN & MANN, INC.

, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1237, Greenbrook Subdivision, Section F, located in DeSoto County, Mississippi, Section 19, Township 1 South, Range 7 West, as recorded on Pages 46, 47 and 48, of Plat Book 9, in the Chancery Clerk's Office of DeSoto County Court Building, Hernando, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

This Correction Deed of Trust corrects that Deed of Trust recorded in Book 182, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi, wherein the due date of the first payment is corrected to read "February 1, 1975" instead of "February 1, 1974". Satisfaction and cancellation of record of this Correction Deed of Trust shall also act and serve to reflect satisfaction and cancellation of deed of trust recorded in Book 182, Page 51.

~~TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.~~

IN TRUST, HOWEVER, to secure to

WORTMAN & MANN, INC.

, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand Five Hundred and No/100 Dollars (\$ 34,500.00), with interest from date at the rate of Eight & one-fourth per centum (8 1/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

Wortman & Mann, Inc., 444 North State Street, in **Jackson, Mississippi**

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Fifty-Nine and 44/100 Dollars (\$ 259.44), commencing on the first day of February, 1975, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

CANCELLED BY
BOOK IN G.I. RECORD IN BOOK
5/6
9/14
W. E. Davis
1980

Real Est T/D Book
No. 362 Page 796
This the 15 day of April 1986
N. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 501 Page 432
This the 13 day of Mar 1980
W. E. Davis Clerk

Trustmark National Bank
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 454 Page 240
This the 8 day of Nov 1988
W. E. Davis by K. K. K. Clerk

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 192 Page 435
This the 7 day of Jan 1975
N. S. Ferguson Clerk

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date, the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (55) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Robert E. Cunningham
Robert E. Cunningham

Martha V. Cunningham
Martha V. Cunningham

STATE OF MISSISSIPPI }
COUNTY OF DESOTO }

Personally appeared before me **Bobbie M. Braswell**, the undersigned Notary Public in and for the said County, the within named **Robert E. Cunningham** and **Martha V. Cunningham**, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 9th day of December, 19 74.
My Commission expires: 2-19-76
Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI }
COUNTY OF De Soto }

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within Instrument was filed for record at 2 o'clock 15 minutes P.M. day of Dec., 1974, and that the same has been recorded in Book 182 Page 201 Records of REAL ESTATE TRUST DEEDS of said County.

Given under my hand and seal this 20 day of Dec., 1974.
5.00
H. B. [Signature]

204

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto MGIC MORTGAGE CORPORATION, that certain Deed of Trust executed by Hiram Agner and wife, Rebecca Agner, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 15th, 19 74, securing a note in the sum of \$19,000.00, recorded in Book 174, Page 315, of the office of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$19,000.00, plus interest at the rate of 8 3/4% per annum, the first monthly installment being due the 1st day of June, 19 74.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 19th day of December, 19 74.



ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of December, 19 74.

My Commission Expires Sept. 13, 1977

2/71/226
kt

Judith Combs
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

no P. 19 Dec. 2 o'clock
182 204

20 Dec.

2.50

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY
SIDNEY R. K... ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto MGIC
MORTGAGE CORPORATION, that certain Deed of Trust exe-
cuted by WILLIAM H. KELLY, SR. and wife, /, to LILLY A. KELLY
DELTA TITLE
COMPANY, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated September 6th, 1974,
securing a note in the sum of \$ 27,500.00, recorded in Book 179,
Page 457, of the office of the Chancery Clerk of DESOTO
County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.

The undersigned covenants that the original Note secured by said
Deed of Trust and assigned by this instrument is in the principal
amount of \$ 27,500.00, plus interest at the rate of 8 3/4% per
annum, the first monthly installment being due the 1st day of
October 1974.

IN WITNESS THEREOF the undersigned has executed this assignment
through its Senior Vice President and Assistant Secretary, and has
caused its corporate seal to be thereunto affixed on this the 19th
day of December, 1974.

NATIONAL MORTGAGE COMPANY

Marlin Graber
Marlin Graber
Senior Vice President

ATTEST:

Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid
County and State, personally appeared the within named Marlin
Grabers and Marvin J. Loskove who acknowledged that
they, as Senior Vice President and Assistant Secretary respectively,
of and for and on behalf and by authority of National Mortgage
Company, a corporation organized and existing under the laws of the
State of Tennessee, signed the above foregoing instrument and affixed
the corporate seal of said corporation herewith and delivered said
instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of
December, 1974.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC



2/71/226
kt

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
no minutes P. M. 19 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 205 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of Dec. 1974.

Fee \$ 2.50

H. P. [Signature]
CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KENNETH ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto MGIC MORTGAGE CORPORATION, that certain Deed of Trust executed by Everett E. Jones and wife, Mary/, to F. Jones DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 30th, 1974, securing a note in the sum of \$31,800.00, recorded in Book 179, Page 453, of the office of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 31,800.00, plus interest at the rate of 8 3/4% per annum, the first monthly installment being due the 1st day of October, 1974.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 19th day of December, 1974.

NATIONAL MORTGAGE COMPANY

Marlin Graber
Marlin Graber
Senior Vice President

ATTEST:

Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Marlin Graber and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of December, 1974.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC



2/71/226

kt

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no P. M. 19 day of Dec. 1974, and that the same has been recorded in Book 182 Page 206 of the office of the Chancery Clerk of DESOTO County, Mississippi.

20 day of Dec 1974

2.50

Handwritten signature

H. B. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 5th day of December, 1974, between DONALD G. WOOLFOLK and wife, MARGARET S. WOOLFOLK, Party of the First Part, and JAMES R. STERLE, JR. and wife, MARGARET B. STERLE, Party of the Second Part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of FOUR THOUSAND and NO/100 DOLLARS (\$4,000.00) with interest from date at the rate of Eight percent (8%) per annum, repayable in 60 equal monthly installments of \$81.11 each, beginning the 15th day of January, 1975, and due each succeeding month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 392, Section -- in Brook Hollow West Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Page 3, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 137, Page 170, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Donald G. Woolfolk
Donald G. Woolfolk

Margaret S. Woolfolk
Margaret S. Woolfolk

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Donald G. Woolfolk and Margaret S. Woolfolk, who acknowledged that they delivered and the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 5th day of December, 1974.

My Commission expires:

Bethie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes P. M. 19 day of Dec. 1974, and that the same has been recorded in Book 182 Page 207 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Dec. 1974.

Fee \$2.50

H. B. Ferguson
CHANCERY CLERK

Paid, Satisfied and Cancelled

This 27 day of Aug 1980
DeSoto Title Co., Inc. Trustee

[Signature]
President

Attest:
[Signature]
Chancery Clerk

DEED OF TRUST

This indenture made this 12th day of December, 1974, between
Lois W. Collins

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party,
WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 5751.00,
evidenced by one promissory note of even date due and repayable in 84 equal monthly installments
of \$ 68.47, ~~and one installment due monthly thereafter until paid in full.~~ the first installment due the 1st day of
January, 1975, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid
by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee
the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 217 in Section B of Chickasaw Bluff Lakes Subdivision as
shown on Plat appearing of record in Plat Book 6, pages 29-34 in the
Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat
reference is made for a more particular description. Said lot being situated in Section
7, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness
to become immediately due and payable at the option of the holder of said note. Makers of said note shall
have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security
for said debt, he may then forthwith take possession of said property and sell the same as herein below
directed. Should the First Party promptly pay the above stated indebtedness on or before the due date
thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of
said property, and after giving notice of the time, place and terms of sale by advertisement according to law,
shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate
in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and
all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case
of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party,
its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Lois W. Collins
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within
named Lois W. Collins, who acknowledged
that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned
as their free and voluntary act and deed and for the purposes therein expressed.



Given under my hand and official seal of office this the 12 day of December, 1974.
J. R. Walker
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 20 day of Dec, 1974, and that the same has been
182 208 REAL ESTATE TRUST DEEDS

2.50
20 Dec. 1974
[Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK

295 PAGE 358
THIS 13 DAY OF April 19 83

H. S. Ferguson
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Parts	Am't of Each Part
1/31/74	12/16/77	2201-	12/16/74	35	2641.87
Agreed Rate of Chg.	Cash to Borrower	Recording Fees	Vehicle Ins. Premium	Household Goods Insurance Premium	
15.00% APR	1995.00	5.00			
Accident & Health Insurance Premium	Life Ins. Premium	Prin. Am't of Loan	Interest and Charges	Amount of Note	
	294.61	5000.00	1821.51	7116.12	

(GRANTORS)
(Names and Addresses)

Billie J. Wilhite
Kinsey D. Wilhite
Rt. 2, Box 72B
Walls, Ms. 38680

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc.
A Tennessee Corporation, hereinafter
called Commercial Credit Plan.
704 S. Mendenhall
Memphis, Tennessee

MISSISSIPPI

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- If default should be made in the prompt payment of any instalment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantee become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is W. T. McLimore and
No. 2809 Laramie Cr. Street, Hattiesburg
Forrest County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees
from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto
and State of Mississippi, described as:
5 acres in the southeast quarter of Section 35, Township 1, Range 9 west more particularly
described as the east 5 acres of the west 20 acres of the south 50 acres of the 155 acre tract
described as the southeast quarter of Section 35, Township 1, Range 9 west, less 5 acres in a
square in the southeast corner thereof said 5 acres hereby conveyed being bounded on the south
by Nail Road, on the east by W. W. Burnett, on the north by Jessie Wallace, and on the west by
Mrs. Jewell Coleman. Less and Except that portion conveyed to Desoto County, Mississippi for
road purposes as described in Deed Book 50, Page 145
Liens or Encumbrances against Realty (if none, insert "None") North Mississippi Savings and Loan--\$13,251.05

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this December 16, 1974

Signed, sealed and delivered in the presence of:
Kinsey D. Wilhite (Seal)
Billie Jean Wilhite (Seal)

(See over for Acknowledgment)

210

STATE OF TENNESSEE
ACKNOWLEDGMENT
COUNTY OF SHELBY

That on this 16th day of December, 1974, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Kensley D. Wilhite and wife, Billie J. Wilhite,

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires 1-7-75

James F. Mill
Notary Public

(Notarial Seal)



*Q&A
870*

Received for record this	of	at	Recorded in	No.	By
Commercial Trust	Dec	11:00			

COMMERCIAL
704 SO. P.O.
MEMPHIS, TN
DEED O

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 20 day of Dec. 1974, and that the same has been recorded in Book 182 Page 209 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Dec. 1974.

Fee \$ 3.00 pd.

H. P. Ferguson
CLERK

H. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS INDENTURE, made this 5th day of December, 1974
between DELORES MCAFEE

of the first part, and THE HERNANDO BANK
of the second part.

WITNESSETH, That whereas said parties of the first part, being in-
debted to the said party of the second part in the sum of \$2,000.00
bearing interest at the rate of 10% per annum from date and due and
payable 60 days from date hereof, evidenced by promissory note of like date
and amount

and party of the first part having agreed to secure the prompt pay-
ment of the same when due: Therefore, in consideration of the premises,
and of the sum of One Dollar to the part Y of the first part paid by
Lee V. Hamberlin, Trustee, the part Y of the first part has
this day granted, bargained and sold to the said Trustee the following
described property, located in the County of DeSoto and state of
Mississippi, viz:

Lot 2827, Section N, in Southaven West Subdivision on Section
26, Township 1 South, Range 8 West, as shown by plat recorded
in Plat Book 5, Pages 8 & 9 in the office of the Chancery
Clerk of said DeSoto County.

This is a second mortgage on 1227 Custer Drive, Southaven,
Mississippi.

Should the Trustee at any time believe said property, or any part
thereof, endangered as a security for said debt, he may then forthwith
take possession of said property and sell the same as herein directed.
Should the part Y of the first part promptly pay the above stated
indebtedness on or before ~~xxx~~ as herein set-out, then this in-
strument to be void; but in default thereof the said Trustee shall take
possession of said property, and after giving notice of the time, place
and terms of sale, by advertisement according to law in DeSoto County,
shall sell the same at public auction to the highest bidder for cash,
at such time and place as he shall designate in said advertisement. The
proceeds of said sale shall be applied to the payment of said indebtedness
and all costs incurred herein; and if there be a surplus, such surplus
shall be refunded to the part Y of the first part. In case of failure
or inability on the part of said Trustee to execute the trust herein con-
fided, the part of the second part, assigns or legal re-
presentatives, can at any time appoint a Trustee to act in his stead.

WITNESS my signature the date written above.

Delores McAfee
Delores McAfee

STATE OF MISSISSIPPI, DeSoto COUNTY,
~~MISSISSIPPI~~ ~~SHERIFF~~

Personally appeared before me, A Notary Public of said County, the
within named DELORES MCAFEE
who acknowledged that she signed and delivered the foregoing Deed of Trust
on the day and year therein mentioned.

Given under hand and official seal this 5th day of December, 1974.

Mary Ellen Robinson
Notary Public



My Commission Expires: June 2, 1977

216 Bryan Maun Cove, H.L.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 20 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 211 records of REAL ESTATE TRUST DEEDS
of said County;

Witness my hand and official seal this 20 day of Dec. 1974.

2.50

H. B. Ferguson

212

RELEASE OF MORTGAGE

This certifies, that a certain mortgage executed by Louis H. and Carol Davis of the City of Southaven, State of Mississippi, County of Desoto to CREDITHRIFT of America, Inc. (Corporate name and address) 4707 Elvis Presley Blvd., Memphis, Tennessee, Shelby County, on the 26th day of November, 1971, securing the principal sum of \$ 6696.00, and duly recorded in Mortgage Book #135, Page 537, in the Office of the Chancery Clerk (Recording Official) Desoto County, Mississippi, has been fully paid and satisfied, and same in hereby released.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand by its properly authorized officer this 18th day of December, 1974.

CREDITHRIFT of America, Inc. (Corporate Name)

BY Velda McCrory Attorney-in-Fact

STATE OF Tennessee) SS: COUNTY OF Shelby

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that the foregoing Release was this day produced to me in said County and State and acknowledged by Velda McCrory Attorney-in-Fact, of said CREDITHRIFT of America, Inc. (Corporate Name) to be the act and deed of CREDITHRIFT of America, Inc. (Corporate Name) and the act and deed of Velda McCrory Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of December, 1974.

My Commission expires COMMISSION EXPIRES JUNE 2, 1978 Notary Public, Shelby County, State of Tennessee

This instrument was prepared by Velda McCrory

Velda McCrory (Signed)



UNI-901

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 20 day of Dec. 1974, and that the same has been recorded in Book 182 Page 212 records of REAL ESTATE TRUST DEEDS of said County.

2.50

20 day of Dec.

[Handwritten signature]

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Jesse Downs and Margie Anna Downs his wife

For the use and benefit of:

Avco Financial Services

On the 26th day of April, 1973, and recorded in Trust Deed Book 158,
Page 105, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 19th day of December, 1974.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Virginia B. ...
Notary Public
My Commission Expires August 23, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 20 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 213 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of Dec. 1974.

Fees \$ 2.50 pd.

H. P. ...
CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Jesse Downs and Margie Anna Downs his wife

For the use and benefit of:

Avco Financial Services

On the 21st day of June, 1974, and recorded in Trust Deed Book 177,
Page 26, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 19th day of December, 1974.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Thomas, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Virginia Burman
Notary Public

My Commission Expires August 23, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 20 day of Dec., 1974, and that the same has been
recorded in the records of REAL ESTATE TRUST DEEDS
182 214

20 day of Dec., 1974.

2.50

Virginia Burman

Assignment of this Instrument Recorded in Real Estate T/D Book 284 Page 287
 No. 284 Page 292
 This the 9 day of June 1982 This the 9 day of June 1982
H. D. Ferguson Clerk H. D. Ferguson

215

Branch Memphis #90 No. Mos 180
 November 22 1974

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Lawrence Higgins and Willie Mae Higgins, his wife

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson Mississippi, hereinafter called Beneficiary, in the sum of Twenty Four Thousand Eight Hundred Ninety Four and no/100 (\$ 24,894.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 138.30, the first of said installments being due and payable on the 5th day of March, 1975, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III. hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III. Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows:

1.5 Acres in Section 28, Township 1, Range 5 West, DeSoto County, Miss., more particularly described as follows: Beginning at a fence corner on the East boundayr of a Public Road which marks the Southwest corner of Lot 8 in said Section 28, Township 1 South, Range 5 West, DeSoto County, Miss. as a Point of Beginning and running thence East along a fence line 850 feet to a stake on said fence line; thence North 107.4 feet to a stake; thence West 55.8 feet to a stake thence South 30 feet to a stake on the South boundary of a 30 foot Road Easement; thence West along the South boundary of said Road Easement 794.2 feet to a stake on the East boundary of the Public Road; thence South along the East boundary of said road 77.4 feet to the Point of Beginning, containing 1.5 acres, more or less.

For source of title see book 98 page 15.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee, that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

Mid State Homes, Inc
 Assignment of this Instrument Recorded in
Real estate T/D Book
 No. 512 Page 449
 This the 29 day of June 1980
W. E. Adams by Beac

Re-record
 Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 287 Page 73
 This the 31 day of Aug 1982
H. D. Ferguson

Re-record
 Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 287 Page 78
 This the 31 day of Aug 1982
H. D. Ferguson

216

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 22nd day of November, 1974

Lawrence Higgins
Willie Mae Higgins

WITNESS: [Signature]

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named _____

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19____

Notary Public
My Commission Expires: _____

SEAL

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John R. Franklin one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Lawrence Higgins and Willie Mae Higgins husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III (Trustee) Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Willie Mae Higgins and Lawrence Higgins husband and wife.

GIVEN under my hand and official seal, this the 22nd day of November, 1974

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 20 day of Dec., 1974, and that the same has been recorded in Book 182 Page 215 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Dec., 1974.

4.00

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
GEORGE LESTER CONSTRUCTION CO., INC., A MISSISSIPPI CORPORATION,
of the first part, hereinafter designated as the Grantor,
DONALD M. BROWN, Trustee, of the second part, hereinafter designated as Trustee, and
GUARANTY TRUST SAVINGS & LOAN ASSOCIATION,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-TWO THOUSAND AND NO/100-----DOLLARS
(\$ 22,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 13 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On demand, or on or before six months from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto County,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 91, HERNANDO ESTATES SUBDIVISION, Section B, in Section Seven (7),
Township Three (3), Range Seven (7), as shown on the recorded Plat of
said subdivision in Plat Book 6, Page 9, in the office of the Chancery
Court Clerk of DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incompleated condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of December 1974

GEORGE LESTER CONSTRUCTION CO., INC.

BY:

GEORGE H. LESTER - President

SHIRLEY R. LESTER - Secretary

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19

My Commission Expires: _____ Notary Public

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

GEORGE H. LESTER, President, and SHIRLEY R. LESTER, Secretary,
respectively of the above named GEORGE LESTER CONSTRUCTION CO., INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 13th day of December 19 74

Elaine McLenore Elder
Notary Public

My Commission Expires: _____ My Commission Expires May 6, 1978



STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
15 minutes 13 day of Dec
recorded in 182 volume of 217 page of REAL ESTATE TRUST DEEDS
at 23 day of Dec 1974.

Fee \$ 5.00

H. P. [Signature]
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

THOMAS K. CLEVELAND

To DEED OF TRUST THE HERNANDO BANK

THIS INDENTURE, Made this 23rd day of December 19 74 between THOMAS K. CLEVELAND

and THE HERNANDO BANK of the first part, of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of FOUR THOUSAND EIGHT HUNDRED NINETY-

THREE AND 12/100 DOLLARS (\$4,893.12), evidenced by one Promissory Note of even date and like amount herewith, due and payable in thirty-six (36) monthly installments of principal and interest in the amount of ONE HUNDRED THIRTY-FIVE AND 92/100 DOLLARS (\$135.92) each, with the first of said monthly install-

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THE LANDS LYING AND BEING SITUATED IN SECTION THIRTY (30), TOWNSHIP THREE (3) RANGE SEVEN (7), DESOTO COUNTY, MISSISSIPPI:

Part of the Southwest Quarter of Section 30, Township 3, Range 7 more particularly described as commencing at the Northwest corner of the Southwest Quarter of said Section 30; thence South 30 feet to a point in the South right of way of Belmont Road; thence with the South right of way of said Road North 82 degrees 21 minutes East 1,069.5 feet to a point; thence along the west right of way of said road the following courses and distances: South 02 degrees 27 minutes East 420 feet; South 03 degrees 45 minutes East 398.1 feet; South 05 degrees 45 minutes East 200.1 feet; South 05 degrees 58 minutes East 211.25 feet to the point of beginning of the land herein conveyed; thence continuing with the west right of said Road South 05 degrees 58 minutes East 208.75 feet to a point; thence South 82 degrees 13 minutes West 261.57 feet to a point; thence North 06 degrees 08 minutes East 208.75 feet to a point; thence North 82 degrees 13 minutes East 261.87 feet to the point of beginning and containing 1.25 acres, more or less, and being further described as the lands conveyed to the Grantor by Deed of record in Deed Book 107 at Page 27 of the land records of DeSoto County, Mississippi, together with the house trailer located upon said lands.

* ments being due and payable on or before the 25th day of January, 1975, and one of said monthly installments due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full, with interest from maturity at the rate of ten percent (10%) per annum.

First Party covenants with Second Party to maintain fire and extended coverage insurance on said property during the life of this Trust Deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

If default be made in the payment of any installment under the Note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Should the Trustee at any time believe said property, or any part thereof, endangered or a security for said debt, he may sell or cause to be sold the same, or any part thereof, and sell the same as herein below directed. Should the party Y of the first part promptly pay the above stated indebtedness XXXXXXXXXXXXXXXXXXXXXXXX as above stated XXXX then this instrument to be void, but in default thereof the said Trustee shall take possession of said property and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party Y of the first part. In case of failure or inability on the part of said Trustee to exercise the trust herein provided, the party Y of the second part, its agent or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness MY signature the date written above. Thomas K. Cleveland

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me, the undersigned authority of said County, the within named THOMAS K. CLEVELAND

who signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Under my hand and official seal, this 23rd day of December 19 74. (SEAL) E. James McLenore Elder By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposes and says that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness thereto in the presence of the said, and that he saw the other subscribing witness sign the same in the presence of the said and the witnesses signed in the presence of each other, on the day and year therein named.

STATE OF MISSISSIPPI, DeSoto County, ss. I certify that the within instrument was filed for record at 10 o'clock 10 minutes A.M. 23 day of Dec 1974, and that the same has been recorded in Book 182 Page 221 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Dec 1974.

Fees \$2.00 pd.

SEAL

H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County, ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed bearing date the 9th day of June 1971, made and executed by Roy Malone Bowlan of Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 129 on page 501 of the Record of Trust Deeds, on the 21st day of June, A. D. 1971, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

STATE OF MISSISSIPPI, DeSoto County, ss.

Personally came and appeared before me, the undersigned authority A. Victoria Peltie in and for County and State aforesaid, Kuffy Mitchell who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 20th day of December A. D. 1974

John L. Baker My Comm. Expires Nov. 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock No minutes P.M. 23 day of Dec 1974, and that the same has been recorded in Book 182 Page 222 records of real estate T/D of said County.

Witness my hand and seal this the 23 day of Dec 1974.

Fees \$2.00 pd.

SEAL

H. P. Ferguson, CLERK

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged,
the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

LAWRENCE J. MELVIN, JR. AND GERRY L. MELVIN,

to C. B. Henley, Trustee, for the benefit of Bailey
Mortgage Company, dated December 13, 1974, securing a note in
the sum of \$ 29,950.00 recorded in Book 182, Page 103,
of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment
through its duly authorized officer and has caused its corporate seal to be
thereunto affixed on this, the 16th day of December, 19 74.

BAILLEY MORTGAGE COMPANY

[Signature]
William Cook
Vice President



STATE OF MISSISSIPPI
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for
the jurisdiction aforesaid, the within named WILLIAM COOK, who
acknowledged to me that he is VICE PRESIDENT of Bailey Mortgage
Company, a Mississippi corporation, and that he signed and delivered the above
and foregoing instrument and affixed the corporate seal of said corporation
thereto, acting for and in behalf of said corporation, after having been duly
authorized so to act.

GIVEN under my hand and official seal, this the 16th day of
December, 19 74.

[Signature]
NOTARY PUBLIC



BMC-14

My Commission Expires Feb. 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
No minutes A.M. 23 day of Dec 1974, and that the same has been
recorded in Book 182 Page 223 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 23 day of Dec 1974.

Fees \$ 250 pd.

SEAL

[Signature]
CLERK

224

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ORA L. LEE, being one and the same person as MRS. VERNON LEE, does hereby release from the lien of the Deed of Trust given by JAMES L. MURPHY and G. GRAHAM WALKER, JR., to H. R. GARNER, Trustee for the benefit of Ora L. Lee, which Deed of Trust is dated the 10th day of May, 1971, and recorded in Deed of Trust Book 128, Page 185, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Part of the Northeast Quarter of Section 18, Township 3, Range 7 West in the town of Hernando, DeSoto County, Mississippi;

Beginning at a point in the north right-of-way line of Holly Springs Road 256.61 feet east of its intersection with the east right-of-way line of Interstate Highway No. 55; thence south 85 degrees 15 minutes west along the north right-of-way line of Holly Springs Road a distance of 71.61 feet to a point; thence North 16 degrees 24 minutes west a distance of 175.00 feet to a point; thence south 85 degrees 15 minutes west a distance of 208.11 feet to a point; thence north 36 degrees 34 minutes 11 seconds west a distance of 7.07 feet to a point; thence north 85 degrees 15 minutes east a distance of 282.21 feet to a point; thence south 16 degrees 24 minutes east a distance of 181.13 feet to the point of beginning.

The above described property contains 13,960 square feet or 0.320 acres.

In all other respects said Deed of Trust recorded in Deed of Trust Book 128, Page 185, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of ORA L. LEE this the 23rd day of December, 1974.

Ora L. Lee
ORA L. LEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named ORA L. LEE who acknowledged that she signed and delivered the above and foregoing Partial Release on the day and the date therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office, this the 23rd day of December, 1974.

My commission expires:
January 5, 1976.

H. G. Ferguson
~~XXXXXXXXXXXX~~ Chancery Court Clerk
by D. Thompson, d.c

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 23 day of Dec, 1974, and that the same has been recorded in Book 182 Page 224 of said County, MISSISSIPPI, REAL ESTATE TRUST DEEDS

FILED 28 23 Dec 1974.

H. G. Ferguson

ASSIGNMENT OF DEED OF TRUST

WHEREAS, on the 5th day of December, 1974, RICHARD L. JONES and wife, MARGARET JONES executed a Deed of Trust unto JAMES W. AMOS, Trustee for FRANK FONTI, Beneficiary, as appears of record at Trust Deed Book 182 Page 58 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I, FRANK FONTI, as owner and holder of said indebtedness and Deed of Trust securing same do hereby assign, transfer and sit-over all my right, title and interest in the same unto Bobby G. Lance Trustee and direct the Chancery Court Clerk of DeSoto County, Mississippi to make the proper marginal notation of this assignment on said Deed of Trust as recorded in his records.

This the 11th day of December, 1974.

Frank Fonti
Frank Fonti

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Frank Fonti, who after being by me first sworn states on his oath that he signed and delivered the foregoing Assignment on the day and date set forth therein as his free and voluntary act.

Given under my hand and official seal of office, this the 11th day of December, 1974.

Lee V. Hamberlin
Notary Public

My Commission Expires:
June 25, 1975



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M. 20 day of dec 1974, and that the same has been recorded in Book 182 Page 225 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of dec 1974.

Fees \$ 2.00 pd.

SEAL

H. P. [Signature]
CLERK

226

This Instrument Prepared by
Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss. 38671

21-3306217

- To Complete Real Estate Set Enter
1. Terminal Address
 2. Operator Identification
 3. Transaction Code
 4. Account Number

DEED OF TRUST

Lender - Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO.	DATE	PREVIOUS ACCOUNT NO.	SECURITY	LOAN DATE
0621-7	26		HOME-SEC-RE	2-19-74
NAME (BORROWER) (GRANTOR)		SPURSE		FINANCE CHARGE
LEE V HAMBERLIN		NONE C		\$389.55
RT 2 BOX 198		CASH ADVANCE		OFFICIAL FEE
NESBITT MISS 38657		\$4519.15		\$6.50
		ANNUAL PERCENTAGE RATE		TOTAL OF PAYMENTS
		23.55%		\$8160.00
		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$136.00 AND 59 **136.00		AMOUNT FINANCED
		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST		\$4770.45
		FIRST PAYMENT DUE 1-26-75		FINAL PAYMENT DUE 12-26-79
		OTHERS DUE SAME DAY EACH MONTH		
AGE	SPOUSE AGE	APPRaisal FEE	TITLE EXAMINATION FEE	EARLY RENEWAL CREDIT

WHEREAS, the undersigned Grantor, Lee V Hamberlin and wife Bona C. Hamberlin

whose address is Rt. 2 Box 198 Nesbitt DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills, Ford Motor Credit Co. Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the DeSoto County State of Mississippi, and described as follows, to wit:

10 acres, lying and being situated in the Northwest Quarter of Section 32, Township 2, Range 8 West, described as beginning at a point in the East Right of Way of Pogg Road (as re-located) 1240 feet South of the Northwest Corner of said Section 32; thence North 85 degrees 30 minutes East a distance of 800.0 feet to a point; thence South 4 degrees 30 minutes East 544.5 feet to a point; thence South 85 degrees 30 minutes West, a distance of 800.0 feet to a point; thence North 4 degrees 30 minutes West a distance of 544.5 feet to the point of beginning. All Bearings being magnetic.

CLO 811323 Jul 74 Previous editions may NOT be used.

RECORDED IN PUBLIC RECORDS IN BOOK
205 page 436
MAY 3 1976
H. D. Ferguson
CHANCELLER

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.
2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.
3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.
4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.
5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.
6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.
7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.
8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.
9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.
10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

MISSISSIPPI DEED OF TRUST RECORDS
COUNTY OF [] MISSISSIPPI
RECORDED IN BOOK [] PAGE []
DATE []

11. -If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the _____ day of _____, 19____.

Lee V. Hamberlin
Mrs. Eone C. Hamberlin

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named _____

who acknowledged that _____ signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal this 19th day of December, 19 74.

My commission expires:

9/1/77

D. Ste. Lib

NOTARY PUBLIC



All Property Taxes to be paid by

Lee V. & Eone C. Hamberlin

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P M. 23 day of Dec 1974, and that the same has been recorded in Book 182 Page 226 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of dec 1974.

40

[Signature]

H. J. Ferguson
CHANCERY CLERK

This Instrument Prepared by:

Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss. 38671

0103306241

- To Complete Real Estate Set Enter
1. Terminal Address
 2. Operator Identification
 3. Transaction Code
 4. Account Number

DEED OF TRUST

Lender - Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO. 30624-1	DUE 26	PREVIOUS ACCOUNT NO.	SECURITY	LOAN DATE 12-20-74
NAME (DEBTORES/ GRANTORS)		SPOUSE		FINANCE CHARGE
DOUGLAS R. STARNES		CHARLOTTE		\$ 3293.46
996 CEDARWOOD COVE		CASH ADVANCE		OFFICIAL FEE
SOUTHAVEN MISS 38671		+ 10020.04		6.50
ANNUAL PERCENTAGE RATE		INSURANCE PREMIUMS		TOTAL OF PAYMENTS
19.16 %		PHYSICAL DAMAGE NONE		13500.00
		CREDIT LIFE 100.00		AMOUNT FINANCED
		CREDIT DISABILITY NONE		10206.54
		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE		FIRST PAYMENT DUE
		OF \$ 375.00 AND 35% 375.00		1-26-75
		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID		FINAL PAYMENT DUE
		OTHERS DUE SAME DAY EACH MONTH		5-12-77
		APPRAISAL FEE		
		TITLE EXAMINATION FEE		
		EARLY REDEMPTION CREDIT		

WHEREAS, the undersigned Grantor, Douglas R. & Wife Charlotte E. Starnes

whose address is 996 Cedarwood Cove Southaven DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills & Ford Motor Credit Co. Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the DeSoto County State of Mississippi, and described as follows, to wit:

Lot 1753, Section 8, of Southaven West Subdivision of Section 22, Township 1 South, Range 8 West, as shown on revised plat of said Subdivision which is recorded in Plat Book 3, Pages 31 and 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the _____ day of _____

James P. Stewart
Mrs. Charlotte C. Stewart

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named _____

who acknowledged that _____ signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal this 20th day of Dec, 1974.

My commission expires:

My Commission Expires September 2, 1977

D. S. Lee
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock No minutes 0 M. 23 day of Dec 1974, and that the same has been recorded in Book 187 Page 229 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Dec, 1974.

Fees \$ 7.00 pd.

SEAL

H. P. Stewart
CLERK

H. S. Ferguson
CHANCERY CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Thomas F. Otto and wife, Neil Otto

of the first part, hereinafter designated as the Grantor,

Bennie D. Hendrix

Trustee, of the second part, hereinafter designated as Trustee, and

Manager

CREDITRIFT of America, Inc. 3952 Park Ave, Memphis, Tennessee 38111

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Three thousand seven hundred eighty and no/100 DOLLARS

(\$ 3780.00) evidenced by 1 promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 7 1/2% per centum per 21.93% annum after
with a service charge of 1% of the total note and a maintenance fee of \$1.00 per month on
12-18-77, providing for the payment of attorney's fees in case of default and being due
each payment.

and payable as follows, to-wit:

36 equal and consecutive payments of \$105.00 per month, 1st note payable on the 20th
day of January, 1975 and the following payments on the 20th of each month
thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot Three hundred sixty eight (368), Section B, Southaven Subdivision in Section 23,
Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision
which is recorded in Plat Book 2, Pages 14, 15, and 16 in the office of the
Chancery Clerk of DeSoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire sum shall at once become due and payable without any notice at the option of the holder of the note, Failure to exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13 day of December 1974

Thomas F. Otto
Neil S. Otto

STATE OF Mississippi
COUNTY OF Desoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Thomas F. Otto and wife, Neil Otto who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13 day of Dec.

My Commission Expires: ~~MY COMMISSION EXPIRES APRIL 18, 1976~~

Henry D. Dudley
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
No minutes 23 day of Dec
recorded in Book 182 Page 232 records of 1974, and that the same has been
of said County.

Witness by hand and seal of

23

dec

418 PAGE 482
THIS 21 DAY OF Oct 1987

H. B. Jernson
CHANCERY CLERK
DS-DC

DEED OF TRUST

THIS DEED OF TRUST is made this 20 day of November, 1974, among the Grantor, -----RONALD R. BRANSON and wife, MARY R. BRANSON-----
-----Stuart Robinson----- (herein "Borrower"),
----- (herein "Trustee"),
and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----, a corporation organized and existing under the laws of the State of Mississippi-----, whose address is P. O. Box 918, Jackson, Mississippi 39205----- (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of -----DeSoto-----, State of Mississippi:

Lot 1165, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9 at Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Four Thousand Two Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2004 -----; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Ronald R. Branson
Ronald R. Branson - Borrower

Mary R. Branson
Mary R. Branson - Borrower

2487 Southwick Drive
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald R. Branson and wife, Mary R. Branson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 20 day of November, A.D., 1974



J. P. Young
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock

no minutes P. M. 23 day of Dec, 1974, and that the same has been recorded in Book 182 Page 235 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Dec, 1974.

Fee = \$ 5.00

H. P. [Signature]
CLERK

Clerk

PREPARED BY
WILLIAM WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-24987-SR

THIS DEED OF TRUST is made this 20th day of DECEMBER, 1974, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is

4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENN. (herein "Lender").
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 685, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the west line of Forest Glen Drive 110 feet northwestwardly from the point of intersection of said west line and the north line of Fair Meadow Drive; thence northwestwardly 65 feet with the west line of Forest Glen Drive to a chisel mark in the southeast corner of lot 686; thence southwestwardly 130 feet with the south line of lot 686 to a point in the east line of lot 728; thence southeastwardly 30 feet with the east line of lot 728 to a point in the north line of lot 730; thence eastwardly 46.10 feet with the north line of lot 730 to an iron pipe in the northwest corner of lot 684; thence northeastwardly 100 feet with the north line of lot 684 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 13, 1974.

The holder of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holder of the indebtedness in addition to and in payment of the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one month of the annual flood insurance premium in the event the Holder of the indebtedness obtains flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow until the end of the term of the indebtedness; the interest thereon to be used in payment of said insurance when due and payable; if for some reason said sum at any time be insufficient to pay the flood insurance premium when due and payable, the Grantors shall immediately deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY THOUSAND FOUR HUNDRED AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower
Robbie F. Little
ROBBIE F. LITTLE —Borrower
7119 FOREST GLEN DRIVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:
Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office, on this the 20th day of DECEMBER, A.D. 1974.

My Commission expires:
My Commission Expires Oct. 18, 1977

Keri Sunday
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 05 minutes P. M. 23 day of Dec 1974, and that the same has been recorded in Book 182 Page 239 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fee 6.00 pd.
H. B. Stewart CLERK
6.00 pd w. vnl

CANCELLED BY AUTHORITY RECORDED IN BOOK 305 PAGE 485
THIS 20 DAY OF Oct. 1983
H. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

D-35145-SR

THIS DEED OF TRUST is made this 20th day of DECEMBER, 1974, among the

Grantor, STANLEY WYGLE AND WIFE, FANNIE L. WYGLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 1739, SECTION D, (BELLE MEADE SUBDIVISION,) DESOTO VILLAGE, as shown on plat of record in plat book 10, page 9, in the office of the Chancery Clerk of Desoto County, Mississippi, in section 33, Township 1 South, Range 8 West, being more particularly described as follows:

Beginning at a chisel mark in the west line of Woodland Drive 145 feet southwardly from the point of intersection of said west line and the south line of Bryn Mawr Drive, said point of beginning being also the northeast corner of lot 1740; thence westwardly 100 feet with the north line of lot 1740 to a point, the southeast corner of lot 1738; thence northwardly 145 feet with the east line of lot 1738 to a chisel mark in the south line of Bryn Mawr Drive; thence eastwardly 80 feet with the south line of Bryn Mawr Drive to a point of curvature to the right with an internal radius of 20 feet; thence 31.42 feet following said curvature to the right to a point of tangency with the west line of Woodland Drive; thence southwardly 125.0 feet with the west line of Woodland Drive to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 13, 1974.

The holder of the indebtedness described herein shall have the option at any time to require Grantor to pay to the holder of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and taxes and hazard insurance, a sum equal to one-half of the annual level term insurance premium in the event the holder of the indebtedness requires that insurance and says it available under the National Flood Insurance Act of 1968 or subsequent similar legislation and also to be held in reserve against liability on the part of the holder of the indebtedness for interest that may be used in payment of said insurance when and as possible. If the amount to hold shall at any time be insufficient to pay the insurance premium with tax and service, the Secretary shall (initially deposit) and collect amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of any date herewith (herein "Note"), in the principal sum of TWENTY EIGHT THOUSAND SEVEN HUNDRED Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Stanley Wiygle
STANLEY WIYGLE - Borrower
Fannie L. Wiygle
FANNIE L. WIYGLE - Borrower
6833 WOODLAND DRIVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:
Personally appeared before me, the undersigned authority in and for said County and State, the within named STANLEY WIYGLE AND WIFE, FANNIE L. WIYGLE who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office, on this the 20th day of DECEMBER, A.D. 1974.

My Commission expires:
My Commission Expires Oct. 18, 1977
Lore Sundaye
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 05 minutes 7 M. 23 day of Dec. 1974, and that the same has been recorded in Book 182 Page 243 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of Dec. 1974.
Fees \$ 6.00 ad 0.00
H. P. [Signature] CLERK

6.00 ad 0.00

12.61 acre 34-2-7

Partial Release of this Instrument Recorded in

Real Estate TID

No. 351 Page 89

This 30 day of Oct. 1985

H.D. Ferguson

Partial Release of this Instrument Recorded in

Real Estate TID

No. 343 Page 645

This 29 day of July 1985

H.Y. Ferguson

45.3 ac Sec. 34-2-7 247

Partial Release of this Instrument Recorded in

Real Estate TID

No. 272 Page 567

This 11 day of May 1981

H.D. Ferguson

FORM NO. 1861 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

WHEREAS,

A. S. BALLARD, JR. and CAROLYN HAWKS BALLARD

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

TWO HUNDRED FIFTY THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF JANUARY 2005

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

A. S. BALLARD, JR. and wife, CAROLYN HAWKS BALLARD

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED

TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

TRACT NO. 1. 30 acres, more or less, located in Section 34, Township 2 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows: Beginning in a point in the West line of Section 34, Township 2 South, Range 7 West, said point being 35.3 feet North of the Southwest corner of said Section and in the North right of way of Byhalia Road; thence North 5° 30' West along said West Section line 739.5 feet to a point; thence North 84° 30' East 1766.5 feet to a point; thence South 5° 30' East 739.5 feet to a point in the North right of way of said Byhalia Road; thence Westerly along said road right of way 1766.5 feet to the point of beginning and containing 30.0 acres, more or less, together with all improvements thereon.

TRACT NO. 2. 50 acres, more or less, situate in the Southwest Quarter of Section 34, Township 2 South, Range 7 West, and being more particularly described as beginning at an iron pin in the East right of way of Getwell Road, said pin being 739.5 feet north of the South line of Section 34, Township 2 South, Range 7 West; thence North 4° 58' West along said road right of way 1266.57 feet to an iron pin; thence North 84° 30' East 1714.72 feet to an iron pin in the East line of the Johnston tract; thence South 5° 30' East along the East line of said Johnston tract 1266.5 feet to the Northeast corner of the Ballard 30 acre tract; thence South 84° 30' West along the North line of said Ballard tract 1726.5 feet to the point of beginning and containing 50 acres, more or less. All bearings are magnetic.

TRACT NO. 3. 50 acres, more or less, situate in Section 34, Township 2 South, Range 7 West and being more particularly described as beginning at an iron pin in the East right of way of Getwell Road, said pin being 2,007.07 feet North of the South line of Section 34, Township 2 South, Range 7 West; thence North 5° 26' West along said road right of way 1271.0 feet to an iron pin; thence North 84° 30' East 1713.25 feet to an iron pin in the East line of the Johnston tract; thence South 5° 30' East along the East line of said Johnston tract 1271.0 feet to an iron pin; thence South 84° 30' West 1714.72 feet to the point of beginning and containing 50 acres, more or less. All bearings are magnetic.

24.48 acres 34-2-7

Partial Release of this Instrument Recorded in

Real Estate TID

No. 382 Page 74

This 6 day of Nov. 1986

H.D. Ferguson

TRACT NO. 4. 24.48 acres, situate in the South Half of Section 34, Township 2 South, Range 7 West and more particularly described by metes and bounds, as follows: Commencing at a P. K. nail in the South line of said Section 34 that is 1762.6 feet east of the Southwest corner of said Section 34; thence North 5° 30' West 658.75 feet to an iron pin, for the point of beginning of the lands hereby conveyed; thence North 84° 30' East 660.0 feet to an iron pin; thence South 5° 30' East 269.84 feet to an iron pin; thence North 84° 30' East 111.23 feet to an iron pin; thence North 5° 30' West 1613.37 feet to an iron pin; thence South 84° 30' West 771.23 feet to an iron pin; thence South 5° 30' East 1343.53 feet to an iron pin, to the point of beginning and containing 24.48 acres, more or less. With said 24.48 acres being the same lands as Tracts 3, 4 and 5 on the survey plat prepared by Ronald R. Williams, C. E., dated August 27, 1972 and being the same properties conveyed to A. S. Ballard, Jr. by deed dated March 23, 1973 as of record in Deed Book 103, page 40 of the land deed records of DeSoto County, Mississippi.

SUBJECT to subdivision and zoning regulations in effect in DeSoto County and rights of way and easements for public roads and public utilities and to the road right of way for Getwell Road on the West side of Tract No. 1, No. 2 and No. 3 and to the right of way for Byhalia Road on the South side of Tract No. 1 and subject to the right of way of Mississippi Power and Light Company of record in Deed Book 25, page 607 and the right of way to Mississippi Power and Light Company of record in Deed Book 70, page 346, all in the office of the Chancery Clerk of DeSoto County, Mississippi.

CONTAINING IN ALL 154 ACRES, MORE OR LESS.

The foregoing description is attached to and made a part of that certain mortgage executed by A. S. BALLARD, JR. et al., dated DECEMBER 16, 1974, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 250,000.00.

[Signature]
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THERewith.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY: (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY; (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY, IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREBIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 18th DAY OF DECEMBER, 1974

[Handwritten signatures]

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

A. S. BALLARD, JR. and wife, CAROLYN HAWKS BALLARD

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 23rd DAY OF December, 1974

(SEAL) My Commission Expires Jan. 7, 1978
MY COMMISSION EXPIRES

[Signature]
Nathan Public
(OFFICIAL CAPACITY)

STATE OF _____
COUNTY OF _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 15 minutes P M. 23 day of Dec, 1974, and that the same has been recorded in Book 182 Page 247 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec, 1974.

Fees \$ 5.00 pd.

SEAL

[Signature]
CLERK

(SEAL)
MY COMMISSION EXPIRES _____ (OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 4¹⁵ O'CLOCK P M. ON THE 23 DAY OF dec, 1974, AND DULY RECORDED ON THE 27 DAY OF _____, 1974, ON PAGE 247 OF BOOK 182 OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS 27 DAY OF Dec, 1974.

[Signature]
(SEAL) WFR

[Signature] CHANCERY CLERK
BY W. J. [Signature] D. C.

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Lot 795, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 176 at Pages 65 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 17th day of December, 19 74.

WORTMAN & MANN, INC.

BY: Don Barkley
Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 17th day of December, 19 74.



Sarah B. Hubbard
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 23 day of Dec. 1974, and that the same has been recorded in Book 182 Page 250 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Filed 250

H. L. [Signature]
CLERK

Mr. Calvin Kenneth Stewart; Route #2; Byhalia, Mississippi 38611

This instrument prepared by: Kay Boswell; Instalment Loan Division; 12-19-74

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to National Bank of Commerce, Memphis, Tennessee

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Calvin Kenneth Stewart	11-12-74	Book 181 Page 323	5 Acres more or less situated in Section 2, Township 3 South, Range 6 West, DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee, covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tennessee has hereunto set my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 19th day of December 19 74

National Bank of Commerce, Memphis, Tennessee
BY: Gary D. Cantrell, Instalment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Gary D. Cantrell, Instalment Loan Officer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Inst. Loan Officer of the National Bank of Commerce the within named bargainor, a corporation, and that he as such Inst. Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Inst. Loan Officer

WITNESS my hand and seal at office in Memphis, Tennessee this 19th day of December 19 74

My commission expires 22nd day of November 19 74 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock _____ minutes P. M. 23 day of Dec. 1974, and that the same has been recorded in Book 182 Page 251 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.00 pd.

SEAL

H. P. [Signature] CLERK

252

RELEASE OF DEED OF TRUST

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,
DeSoto
County of Marshall.

To the Chancery Clerk of ~~Marshall~~ ^{DeSoto} County, State of Mississippi;

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit:—

One executed by ~~Thomas Coopwood and wife Christine Coopwood~~ ^{and Billy Coopwood} for the benefit of ~~Sidney Hurdle Trustee for The Citizens Bank of Collierville, Tenn.~~ dated the 6th day of May, 1974, and recorded in Mortgage Record Book No. 175, Page 37 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand this 20th day of December, A. D., 1974.

The Citizens Bank
Collierville, Tennessee
By C.W. Brewer
President

State of Tennessee
Shelby County

Personally appeared before me Wm. T. Stamps, A Notary Public
in and for said county and state, the
above named C.W. Brewer, who acknowledged
that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 20th day of December, 1974.

W. T. Stamps Notary Public.

MY COMMISSION EXPIRES SEPT. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD AT 2 o'clock no P. 23 Dec 1974, and that the same has been
182 202 DEEDS TRUST DEEDS

21 Dec

2.50

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned, being the owner and holder of the Trust Deed given by Embassy Builders for the benefit of National Mortgage Company dated October 9, 1972 and recorded in Trust Deed Book 149, Page 543, does hereby release therefrom the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 1055, Section "C", DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on Plat of Record in Plat Book 10, at page 2, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi, is authorized to record this Partial Release and make a proper notation thereof upon the record of said Trust Deed.

WITNESS the signature of the holder on this 27th day of November, 1974.

NATIONAL MORTGAGE COMPANY

By

FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named FRANK ROBINSON, TREASURER COMPTROLLER

WHO ACKNOWLEDGED THAT HE signed and delivered the above and foregoing Partial Release for and on behalf of National Mortgage Company on the day and date therein mentioned.

GIVEN under my hand and official seal of office this the 27th day of November, 1974.

My Commission Expires September 1, 1978

NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 23 day of Dec. 1974, and that the same has been recorded in Book 182 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.00 pd.

SEAL

H. P. [unclear] CLERK

254

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Jack W. Ussery, President
of First National Bank of Southaven the beneficiary, does hereby certify that a certain trust deed
bearing date the 23 day of July 19 73, made and executed by Gary M. Patterson & wife
Christina W. Patterson of Desotto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 113 on page 195
of the Record of Trust Deeds, on the 23 day of July, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank of Southaven
Jack W. Ussery, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Jack W. Ussery, President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 23 day of December A. D. 19 74
Bonnie J. Ingram
Notary Public
My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 27 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 254 records of REAL ESTATE TRUST DEEDS

27 Dec.
[Signature]

2.50

225

N. M. S. & L. LOAN NUMBER
HL-47

RETURN TO SECURITY TITLE CO.
1444 E. SHELBY SUITE 429
MEMPHIS, TENNESSEE 38116

DEED OF TRUST

This Deed of Trust, made this 19th day of December, 19 74, between THOMAS W. FARRIS and wife, GUSSIE B. FARRIS (a/k/a Jean Blackburn Farris),

of the County of DeSoto, State of Mississippi, herein called Trustor, and Joe M. Hudspeth, of the County of Lafayette, State of Mississippi, herein called Trustee, and NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, herein called Beneficiary,

WITNESSETH, Whereas Trustor is justly indebted to Beneficiary in the principal sum of TWENTY THREE THOUSAND AND NO/100 Dollars (\$ 23,000.00), to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of January 2005, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, receipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described real property situated in the DeSoto County, Mississippi, described as follows:

Lots No. 5 and 6 in Section A of Droke Subdivision in Section 2,
Township 2, Range 8 West as shown by the plat thereof on file
in the Office of the Chancery Clerk of DeSoto County, Mississippi
in Plat Book 1, Page 31.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

together with all rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereof (all said property being herein referred to as "the premises").

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TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on each such advancement at the rate of eight per cent. (8%) per annum, and all such sums and interest thereon shall be secured hereby.
10. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder,
 - (a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinafore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

11. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Trustee covenants faithfully to perform the trust herein created.

15. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

16. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

17. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

19. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.

Thomas W. Farris

 THOMAS W. FARRIS

Gussie B. Farris

 GUSSIE B. FARRIS

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STATE OF ~~MISSISSIPPI~~ MISSISSIPPI TENNESSEE
COUNTY OF DESOTO SHELBY

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named THOMAS W. FARRIS and wife, GUSSIE B. FARRIS, (a/k/a Jean Blackburn Farris),

who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as their own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of December, 1974

Lee V. Hamberlin
NOTARY PUBLIC
My commission expires June 25, 1975



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 27 day of Dec. 1974, and that the same has been recorded in Book 132 Page 256 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 5.50 pd.

SEAL

H. P. [Signature] CLERK

STC 30439

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of December 19 73, made and executed by A. S. Ballard, Jr., and
Carolyn Ballard of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 153 on page 18
of the Record of Trust Deeds, on the 15th day of December, A. D. 19 73, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 24 day of Nov 1974
The Hernando Bank
Robert P. Cooke, Jr.
Robert P. Cooke, Jr., President of Board

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Robert P. Cooke, Jr. President of Board who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of December A. D. 19 74

My Commission Expires May 7, 1977

Beverly B. Scott

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A.M. 27 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 259 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. [Signature] CLERK

260

o/r m.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of January 1974, made and executed by A.S. Ballard, Jr. and
Carolyn Ballard of Hernando, MS to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 170 on page 570
of the Record of Trust Deeds, on the 15th day of January, A. D. 1974, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 24 day of Dec 1974
THE HERNANDO BANK
Robert P. Cooke, Jr.
Robert P. Cooke, Jr, President of Board

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid Robert P. Cooke, Jr., President of Board who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of December A. D. 1974
Bessie B. Scott

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 27 day of Dec. 1974 and that the same has been
182 260

27 Dec
2.0

261

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of January 1970, made and executed by A. S. Ballard, Jr., and
Carolyn Ballard of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 114 on page 552
of the Record of Trust Deeds, on the 6th day of January, A. D. 1970, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 24 day of Dec 1974

The Hernando Bank

Robert F. Cooke, Jr.
Robert F. Cooke, Jr., President of Board

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Robert F. Cooke, Jr., President of Board, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of December A. D. 1974

Beverly B. Scott

My Commission Expires May 7, 1977

LAURENCE-GRESHWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 27 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 261 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

H. P. [Signature] CLERK

262

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of December 1968, made and executed by A.S. Ballard, Jr., and
Carolyn Ballard of _____, to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 106 on page 453
of the Record of Trust Deeds, on the 15th day of December, A. D. 1968, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 24 day of Dec. 1974
The Hernando Bank

Robert P. Cooke, Jr.
Robert P. Cooke, Jr., President of Board

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, _____
in and for County and State aforesaid, Robert P. Cooke, Jr., President of Board who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 26th day of December, A. D. 1974

Beverly B. Scott

My Commission Expires May 7, 1977

LAWRENCE-GREENWOOD 27344

STATE OF MISSISSIPPI, DESOTO COUNTY
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD AT 11 o'clock
30 A 27 Dec.
182 262

2.50

27 Dec.
[Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 3rd day of April 19 68 made and executed by A.S. Ballard, Jr., and
Carolyn Ballard of _____, to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 100 on page 633
of the Record of Trust Deeds, on the 3rd day of April, A. D. 19 68, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 21 day of Dec 1974

The Hernando Bank

Robert P. Cooke, Jr.
Robert P. Cooke, Jr., President of Board

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Robert P. Cooke, Jr., President of Board who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said, The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of December A. D. 19 74

Beverly B. Scott

Notary Public May 2, 1973

LAWRENCE-GREYWOOD 17844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 27 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 263 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. [Signature] CLERK

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RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from HOWARD C. McCLELLAND, III and wife, CARRIE McCLELLAND to WILLIAM W. SIMMONS, III, Trustee, for the use and benefit of MEMPHIS BANK AND TRUST COMPANY, dated June 13, 1974, and recorded in Book 177, page 28, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned MEMPHIS BANK AND TRUST COMPANY as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said MEMPHIS BANK AND TRUST COMPANY has hereunto caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 3rd day of December, 1974.

MEMPHIS BANK AND TRUST COMPANY

BY: William W. Simmons, III VICE-PRESIDENT

STATE OF COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named William W. Simmons, III, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 3rd day of November, 1974

[Signature] Notary Public

My Commission Expires August 3, 1977

STATE OF COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named and known to me to be the and

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock 30 minutes A.M. 27 DAY of Dec. 1974, and that the same has been recorded in Book 182 Page 264 records of REAL ESTATE TRUST DEEDS

27 DAY of Dec. 1974 [Signature] CLERK

2.50

Notary Public

H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of December, 1974, among the Grantor, GARY L. LEDFORD AND WIFE, PATRICIA K. LEDFORD

ERNEST W. TURNBULL (herein "Borrower"),
and the Beneficiary, THE LOMAS & NETTLETON COMPANY (herein "Trustee"),
organized and existing under the laws of the state of Connecticut, whose address is
175 Orange Street, New Haven, Connecticut (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 687, Section "C", in Revised Southaven Subdivision on Section 23, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 2, Pages 19-22 in the Office of the Chancery Clerk of said County.

PROPERTY ADDRESS: 5925 Southaven Circle East
Southaven, Mississippi 38671

MAIL TAX BILLS TO: THE LOMAS & NETTLETON COMPANY
P.O. Box 964
Virginia Beach, Virginia 23451

THIS INSTRUMENT PREPARED BY: THOMAS, HALLIBURTON & BALLIN, P.C.
81 Madison Bldg., Suite 504
Memphis, Tennessee 38103

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Thousand Nine Hundred and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2000; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in _____ County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Gary L. Ledford
Gary L. Ledford —Borrower

Patricia K. Ledford
Patricia K. Ledford —Borrower

5925 Southaven Circle East
Southaven, Miss. 38671
Property Address

STATE OF MISSISSIPPI, _____ DeSoto _____ COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Gary L. Ledford and wife, Patricia K. Ledford who acknowledged that he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 13th day of December, A.D. 1974

My Commission expires: BY COMMISSION EXPIRES JUNE 7, 1978 *Jan. W. Zander*
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 265 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fee 5.00 *H. P. [Signature]* CLERK

5.00 pd

A. S. BALLARD, JR., GRANTOR

TO

THE HERNANDO BANK, GRANTEE

ASSIGNMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, I, A. S. Ballard, Jr. being the beneficiary of that certain deed of trust hereinafter referred to do hereby, sell, assign, set over and transfer to

The Hernando Bank that certain deed of trust dated Dec. 29, 1969 from Ben W. and Earline Pettey Shearon Florence J. Pettey to A. S. Ballard, Jr.

and being recorded in the office of the Chancery Court Clerk of DeSoto County, Mississippi in trust deed book 114 at page 504 and the indebtedness secured thereby.

Witness my signature this the 9th day of March, 1970.

[Signature]
Grantor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said county and state, the within named A. S. Ballard, Jr. who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed. Given under my hand and official seal of office this the 9th day of March 1970.

[Signature]
Notary Public

MY COMMISSION EXPIRES:

My Commission Expires December 4, 1971

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A.M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 269 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

[Signature]
CLERK

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ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C., that certain Deed of Trust
executed by

Edmund Otto Munsch and wife, Theresa M. Munsch

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 3rd day of December, 1974 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 181 at Page 615 in the Office of the Chancery Clerk of DeSoto County Mississippi

, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 36,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 19th day of December, 1974

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: Charles M. Kelly
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 19th day of December, 1974

My Commission Expires Aug. 2, 1975

[Signature]
Notary Public

STATE OF MISSISSIPPI, HINDS COUNTY

... at 11 o'clock
30 A. 27 Dec. 182 270

27 Dec.

2.50

W. E. Davis

Chancery Clerk by [Signature]

VA Form 28-6222 (Home Loan)
Revised January 1974. Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 23rd day of December, 1974 by and between

ROBERT GRIFFIN and wife, RUBY GRIFFIN

, hereinafter called the Grantor;

C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized and having its principal office and post-office address at 161 E. Amite Street, in Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 748, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all carpeting located on improvements.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Assignment of this Instrument Recorded in

Real Estate 718 Book

No. 251 Page 145

This the 8 day of Nov 1979

H. H. Ferguson Clerk

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To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty-Three Thousand and no/100 ----- Dollars (\$ 43,000.00), with interest from date at the rate of Nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Three Hundred Forty-Six & 15/100 Dollars (\$ 346.15), commencing on the first day of February , 1975 , and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January , 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, ~~and in accordance with amortization schedule~~. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Robert Griffin

Robert Griffin

Ruby Griffin

Ruby Griffin

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Robert Griffin and Ruby Griffin, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of December, 1974.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 27 day of Dec, 1974, and that the same has been recorded in Book 182 Page 271 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of Dec, 1974.

Fee \$ 5.00

H. P. [Signature]
CLERK

Str. Co. I. Cl. do was 19 Rec on Fee

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CHANCERY CLERK

THIS 25 DAY OF August 1917

CHANCERY CLERK

This Indenture, made by and between Robert Curtis Holly and wife,

Georgie Ann A. Holly

party of the first part; C. Thomas Cates

party of the second part, as Trustee; and

Lena May Watson

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 120, Section "B", CARRIAGE HILLS Subdivision, as per plat recorded in plat book 3 pages 40 and 481, of the Records in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, in Section 24, Township 1, Range 8 West, DeSoto County, Mississippi, reference being hereby made to said plat for a more particular description of said lot.

This conveyance is made in trust, however, to secure the payment of \$ 23,000.00, evidenced by the following promissory notes of even date herewith: one note executed by the parties of the first part payable to the order of Lena May Watson in the principal amount of Twenty Three Thousand and 00/100 (\$23,000.00) Dollars payable on DEMAND,

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof. A default under the deed of trust of record in trust deed book 93, Page 93 in said Chancery Court*
The party of the first part agrees to keep all of the taxes and special assessments on the above described real estate and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings as insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or amount of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

*Clerk's office shall constitute a default hereunder.

Witness the signature of the party of the first part, on this the _____ day of _____, 1917

Robert Curtis Holly
Robert Curtis Holly

Georgie Ann A. Holly
Georgie Ann A. Holly

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STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Robert Curtis Holly and wife, Georgie Ann A. Holly

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as
voluntary act and deed.

Given under my hand and seal this the 7 day of December, 1974

MY COMMISSION EXPIRES DEC. 8, 1977

Frank C. Crowth

Notary Public.



*Mr. John H. ...
6387 ...*

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM
Robert Curtis Holly

et ux
TO

C. Thomas Gales Trustee
FOR THE USE OF

Lena May Watson

STATE OF MISSISSIPPI
County of DeSoto

H. P. ... Clerk

of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the 27
day of Dec A.D. 1974

at 9 o'clock P.M., and has been this day
duly recorded in Trust Deed Record

Page _____
WITNESS my hand and official seal, this

_____ day of _____ 19____

Clerk

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
no minutes A.M. 27 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 275 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. ... CLERK

Form FHA-Miss. 442-20
(Rev. 5-16-67)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Return to: EWJH

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED ASSOCIATION LOANS)

THIS INDENTURE, made and entered into this day, December 27, 1974 by and between the undersigned Nesbit Water Association, Inc.

a corporation duly created and existing by virtue of the laws of Mississippi, and having its principal place of business at Nesbit, DeSoto County, Mississippi, grantor, herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by a certain promissory note, herein called "the note," dated December 27, 19 74, for the principal sum of Seventeen Thousand

Five Hundred & no/100 Dollars (\$ 17,500.00), with interest at the rate of Five percent (5.0 %) per annum, executed by Borrower and payable to the order of

the Government in installments as specified therein, the final installment being due and payable Forty (40) years from the date of the note, which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;

NOW, THEREFORE, in consideration of said loan Borrower does hereby grant, bargain, sell, convey, and assign unto Trustee with general warranty the following described property situated in the State of Mississippi, County of DeSoto

LYING AND BEING IN DESOTO COUNTY, MISSISSIPPI:

Tract I: Part of the Southwest quarter of Section Twenty Five (25), Township Two (2), Range Eight (8) West in DeSoto County, Mississippi, described as beginning at an iron pin in the south line of Nesbit Road, said pin being 954 feet east of the west line of Section 25, Township 2, Range 8 West, said pin being the Northwest corner of Earl W. Manning tract; thence southwardly with Manning west line 65 feet to an iron pin; thence with an interior angle of 92° eastwardly 60.04 feet to an iron pin; thence with an interior angle of 88° northwardly 65 feet to an iron pin in the south line of Nesbit Road; thence with the south line of said road westwardly 60.04 feet to the beginning; and being the same land conveyed to Earl W. Manning, et ux, by F. Livery Wright, et ux, by deed of date, August 22, 1947, of record in Book 35, Page 257 of the deed records of DeSoto County, Mississippi.

Tract II: Part of the southwest quarter of Section 25, Township 2, Range 8 in DeSoto County, Mississippi, described as beginning at an old iron pin 994.04 feet east of west line of said Section 25, and 30 feet south of the center of Nesbit Road, said pin also being the northeast corner of Nesbit Water Association, Inc. lot; thence southwardly with east line of said lot 65 feet to southeast corner of said lot; thence westwardly with south line of said lot 60.04 feet to the south line of said lot to the southwest corner of said lot in Earl W. Manning tract; thence with west line of Manning tract southwardly 220 feet to a point; thence parallel to the south line of Nesbit Water Association lot eastwardly 90 feet to a point; thence parallel with east line of Nesbit Water Association lot northwardly 280 feet to a point 30 feet south from the center line of Nesbit road; thence westwardly and parallel to center of said road 30 feet to the point of beginning and containing 0.3 acre, more or less.

4-10-97

[Handwritten signature]

*W. E. Davis, Chancery Clerk
DeSoto, Miss.*

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(a)

REVISED 1-1-55

ENCLAVED AREA

The Borrower, herein, is a person, partnership, corporation, or other legal entity, who has acquired, or is to acquire, a parcel of land, hereinafter referred to as "PARCEL (a)", which is situated in the rural area of the county of _____, State of _____, and which is more particularly described as follows: _____

(b) The rural water supply system of the Borrower, constructed or to be constructed, to obtain water from wells located on PARCEL (a) as above described, and to furnish water to rural users in the general area, including all storage tanks, pipelines, pumps, motors, water treating equipment, valves, controls and meters, and all rights of way, easements, leases, permits, licenses or franchises, now owned or hereafter acquired, which are or will be appurtenant to or used in connection with said rural water supply system, and all extensions, enlargements or additions which may hereafter be made to said system,

together with all income, revenues and profits therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein, being hereinafter called the "property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for itself, its successors and assigns COVENANTS AND AGREES as follows:

1. That all of the property hereinabove described, whether now owned or hereafter acquired, shall be construed to be real property.
2. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.
3. To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.
4. At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.
5. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by it when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government.
6. All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of its covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
7. To use the loan evidenced by the note solely for purposes authorized by the Government.
8. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

- 9. To pay from its own funds the amount of an excess installation costs resulting from failure to obtain adequate land, rights of way, or subordinations.
- 10. To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- 11. To maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property; and not to remove, abandon or demolish any building or other improvement on said property, without the consent of Government; and promptly to effect such repairs to said property as Government may from time to time require.
- 12. To perform, comply with and abide by each and every agreement, condition and covenant contained in the note, in any extension or renewal thereof, in any agreement supplementary thereto and in that certain loan resolution adopted by the

Borrower on September 13, 1973, and in this instrument.

- 13. To comply with all laws, ordinances, and regulations affecting the property.
- 14. To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note or any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- 15. Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.
- 16. At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- 17. The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- 18. Default hereunder shall constitute default under any other real estate, personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- 19. The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- 20. SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should the Borrower be declared a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- 21. Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notice; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- 22. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any price liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- 23. As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights of valuation, appraisal, redemption, and exemption to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies.

24. This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

25. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to it at its principal place of business stated above.

IN WITNESS WHEREOF, the Borrower has caused its corporate name to be hereunto subscribed by its President and its seal to be affixed and attached by its Secretary on the day and year first hereinabove written.

NESBIT WATER ASSOCIATION, INC.

(Name of Corporation)

By

Robert A. [Signature]

President

(SEAL)

ATTEST:

George W. Harden [Signature]

Secretary

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

ss:

COUNTY OF DeSoto

On this 27th day of December, 1974, before me, the undersigned authority, a notary public, duly commissioned, qualified and acting, within and for said county and state, appeared in person the within named C.L. Cotton and George W. Harden to me personally well known, who stated that they were the President and Secretary, respectively, of the Nesbit Water Association, Inc.

and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on this the 27th day of December, 1974.

Loye L. Daniel [Signature]

Notary Public

(SEAL)

My Commission Expires:

8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 277 records of REAL ESTATE TRUST DEEDS

5.00

27 Dec. 1974

[Signature]

T R U S T D E E D

THIS INDENTURE, made this the 20th day of December, 1974, between M. L. ADAMSON and wife, IRMA F. ADAMSON, Party of the First Part, and BILLY BRAXTON CAVETTE and wife, JUDY CAVETTE, Party of the Second Part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of ONE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$1,500.00), with interest from date at the rate of Six percent (6%) per annum, repayable in 84 equal monthly installments of \$21.91 each, beginning January 15, 1975, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 271, Section B, in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 35, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 128, Page 539, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

M. L. Adamson
M. L. Adamson
Irma F. Adamson
Irma F. Adamson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named M. L. Adamson and Irma F. Adamson, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 20th day of December, 1974.

My Commission expires:

Bobbie M. Brunsell
Notary Public

My Commission Expires Feb. 19, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 281 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees \$ 2.50 pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK 269 PAGE 600
THIS 20 DAY OF Feb. 1981
H. D. Ferguson
CHANCERY CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 269 Page 372 This 13 day of Feb. 1981
H. D. Ferguson Clerk

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FOR REAL ESTATE, CHATTEL OR BOTH

ULYSSESS A. FISH, ET UX,

To { DEED OF TRUST
M. H. LAMBERT, ET UX,

THIS INDENTURE Made this 27th day of December 19 74
between ULYSESS A. FISH and wife, ALICE L. FISH,

and M. H. LAMBERT and wife, JOSEPHINE Y. LAMBERT
of the first part,
of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties
of the second part in the sum of principal amount of SIX THOUSAND FIVE

HUNDRED AND NO/100 DOLLARS (\$6,500.00), as evidenced by one Promissory Note of
even date and like amount herewith, together with interest from date at seven
percent (7%) per annum, due and payable in sixty (60) monthly installments of
principal and interest in the amount of ONE HUNDRED TWENTY-EIGHT AND 71/100 *

XX
XX
and the parties of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part
paid by WILLIAM W. BALLARD Trustee, the parties of the first part have this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: XXXXXXXXXXXXXXX
XX
XX
XX

THE LAND LYING AND BEING SITUATED IN SECTION TWENTY (20), TOWNSHIP THREE (3),
RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

Lot 7 of Lambert Subdivision as recorded in Plat Book 7,
Pages 3, 4 and 5 and in the revised plat thereof in Plat
Book 9, Pages 6, 7 and 8 all being of record in the Office
of the Chancery Clerk of DeSoto County, Mississippi.

* DOLLARS (\$128.71) each, with the first of said monthly installments being
due and payable on or before the 25th day of January, 1975, and one of said
monthly installments due and payable on or before the same day of each con-
secutive month thereafter until all of said indebtedness shall be paid in
full, with interest from maturity at the rate of ten percent (10%) per annum.

If default be made in the payment of any installment under the Note, the en-
tire principal sum and accrued interest shall at once become due and payable
without notice at the option of the holder of the Note. Failure to exercise
this option shall not constitute a waiver of the right to exercise the same
in the event of any subsequent default.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness
XXXXXXXXXXXXXXXXXXXXXXXXXXXX AS ABOVE STATED XXXX then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part,
their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above. 1 Ulysess A. Fish
Alice L. Fish

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me, the undersigned authority of said County, the within named
ULYSSESS A. FISH and wife, ALICE L. FISH,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 27th day of December 19 74
(SEAL) H. G. Ferguson Chancery Clerk XXXX
By XXXX XXXX XXXX

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me, _____ of said County, this day personally appeared the above named
_____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
deposed and oath that he saw the above named
whose name _____ subscribed thereto, signs and delivers the same to the said Trustee, that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
no P. 27 Dec. 182 282
ESTATE TO FISH

27 Dec.

2.00
Paid, Satisfied and Cancelled
27th day of Oct 1975
H. G. Ferguson
Trustee
H. G. Ferguson
Chancery Clerk
by S. Miller D.C.

PREPARED BY
 MORRIS WHITMAN, ATTY.
 4041 Knight Arnold Road
 Memphis, Tenn. 38114

DEED OF TRUST

D-34988-SR

THIS DEED OF TRUST is made this 23rd day of DECEMBER, 1974, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
 and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
 organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 566, SECTION B, SOUTH HALF AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the east line of Tulane Road 255 feet southeastwardly from the point of intersection of said east line and the south line of Fair Meadows Drive; thence southeastwardly 70 feet with the east line of Tulane Road to a chisel mark in the northwest corner of lot 565; thence northeastwardly 150 feet with the north line of lot 565 to a point in the west line of lot 575; thence northwestwardly 70 feet with the west line of lots 575 and 574 to a point, the southeast corner of lot 567; thence southwestwardly 150 feet with the south line of lot 567 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 13, 1974.

The holders of the indebtedness described herein shall have the option at any time to require Borrower to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY FOUR THOUSAND FOUR HUNDRED ^{NO/100} Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER, 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals hereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower
Robbie F. Little
ROBBIE F. LITTLE —Borrower
7170 TULANE ROAD
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 23rd day of DECEMBER, A.D. 19 74.

My Commission expires:

My Commission Expires Oct. 18, 1977

Hori Sunday
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 283 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fees: \$ 4.00 pd.

H. P. [Signature] CLERK

M. [Signature]

PREPARED BY
MORRIS WIDEMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-34128-SR

THIS DEED OF TRUST is made this 20th day of DECEMBER, 1974, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 638, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in plat book 8, pages 16-21, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the north line of Forest Glen Cove 242.81 feet northeastwardly from the point of intersection of said north line and the east line of Greenbriar Drive, said point of beginning being also the southeast corner of lot 639; thence southeastwardly 40.00 feet with the north line of Forest Glen Cove to a point, the northwest corner of lot 637; thence northeastwardly 114.38 feet with the north line of lot 637 to a point; thence northwestwardly 139.43 feet to a point, the northeast corner of lot 639; thence southwestwardly 143.75 feet with the east line of lot 639 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 12, 1974.

The holders of the indebtedness described herein shall have the option at any time to require Grantor to pay to the holders of the indebtedness in addition to and in lieu of the monthly installment of principal, interest and taxes and hazard insurance, a sum equal to the amount of the annual hazard insurance premium in the event the Borrower is not insured against fire, lightning and other perils as provided in the National Fire Insurance Act of 1938 or subsequent similar legislation. The sum so paid shall be a charge against the property and shall be used in payment of the indebtedness as and until it is paid in full. If the amount so held shall at any time be insufficient to pay said insurance premium, then the said amount shall be used to pay said insurance premium and the balance of said amount shall be used to pay the indebtedness as and until it is paid in full.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY THREE THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower

Robbie F. Little
ROBBIE F. LITTLE —Borrower

702 FOREST GLEN COVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 20th day of DECEMBER, A.D. 1974.

My Commission expires:

Leri Sunday
Notary Public

My Commission Expires Oct. 10, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at _____ o'clock and _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 27 day of Dec. 1974, and that the same has been recorded in Book 182 Page 287 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Dec. 1974.

Fee: 6.00

H. B. [Signature]
CLERK

W. [Signature]

H. J. Ferguson
CHANCERY CLERK

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PREPARED BY
HOWARD WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-24986-SR

THIS DEED OF TRUST is made this 20th day of DECEMBER, 1974, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 684, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the north line of Fair Meadow Drive, said point of beginning being also the southeast corner of lot 730, 100 feet southwestwardly from the point of intersection of said north line and the west line of Forest Glen Drive; thence northwestwardly 110 feet with the east line of lot 730 to an iron pipe in the south line of lot 685; thence northeastwardly 100 feet with the south line of lot 685 to a chisel mark in the west line of Forest Glen Drive; thence southeastwardly 90 feet with the west line of Forest Glen Drive to a point of curvature to the right with an internal radius of 20 feet; thence 31.42 feet following said curvature to the right to a point of tangency with the north line of Fair Meadow Drive; thence southwestwardly 80 feet with the north line of Fair Meadow Drive to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 13, 1974.

The holder of the indebtedness described herein shall have the option at any time to require Lender to pay to the holder of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and cover for taxes and hazard insurance, a sum equal to one-half of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum or its kind to cover without liability on the part of the holder of the indebtedness, the amount shown and to be used in payment of said insurance when due and payable, if any, shall be paid at any time by the holder of the indebtedness to pay any insurance premium when due and payable, the Lender shall not be liable for the payment of said amount.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY FOUR THOUSAND AND NO/100----- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DE SOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower

Robbie F. Little
ROBBIE F. LITTLE —Borrower

642 FAIR MEADOW DRIVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 20th day of DECEMBER, A.D. 1974.

My Commission expires:

Lori Lundberg
Notary Public
244101
12 07 1974

My Commission Expires Oct. 18, 1975

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and 45 minutes P M. 27 day of Dec, 1974 and that the

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P M. 27 day of Dec, 1974, and that the same has been recorded in Book 182 Page 291 of the REAL ESTATE TRUST DEEDS at the County.

Witness my hand and seal this 27 day of Dec, 1974.

6.00

[Signature]

PARTIAL RELEASE

KNOW ALL MEN by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated November 28, 1972, executed by Castle Builders, Inc. to C. B. Henley as Trustee(s), and Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 151, Page 93, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Castle Builders, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 96, Section A, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

To have and to hold the aforescribed real property unto the said Castle Builders, Inc. and to its successors, heirs, and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS my/our signatures this the 16 day of December, 1974.

ATTEST:

BAILEY MORTGAGE COMPANY

William Cook
William Cook, Vice President

By: *James N. C. Moffat III*
James N. C. Moffat, III, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY Appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named James N. C. Moffat, III, and William Cook who acknowledged that as Vice Presidents, respectively, for and on behalf of and by authority of Bailey Mortgage Company, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 16 day of December, 1974.

My Commission expires:

Lucille Brown
Notary Public

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A.M. 27 day of Dec 1974, and that the same has been recorded in Book 182 Page 295 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Dec 1974.

Fees \$ 2.00 pd.

SEAL

H. B. Ferguson
CLERK

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TRUST DEED

This Indenture made this the 18th day of December, 1974, between JAMES RONALD YEAGER, Party of the First Part, and LEON YEAGER, Party of the Second Part.

WITNESSETH: That whereas, said Party of the First Part being indebted to the said Party of the Second Part in the sum of TWO THOUSAND and no/100 DOLLARS (\$2,000.00), with interest from date at the rate of Seven and One-Fourth per centum (7 & 1/4%), on the unpaid balance until paid, repayable in 48 equal monthly installments of \$48.10, beginning January 18, 1975, and with final payment due on or before December 18, 1978, and any further amount that the Party of the Second Part may furnish the Party of the First Part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the Party of the First Part paid by Edwin C. Hardin, Trustee, the Party of the First Part has this day granted, bargained, and sold the said Trustee the following described property located in the County of DeSoto, State of Mississippi:

Lot 1911, Section H, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 155, Page 372, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the Party of the First Part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the Party of the First Part. In case of failure or inability on the part of the said Trustee to execute the trust herein confided, the Party of the Second Part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS my signature on the date above written.

James Ronald Yeager
James Ronald Yeager

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named James Ronald Yeager, who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 18th day of December, 1974.

Bethie M. Braswell
Notary Public



45 A 30 182 296 dec 9
30 dec
20

FOR REAL ESTATE, CHATTEL OR BOTH

Jan I. Cimino, et ux,
Carrie Ruth Cimino

To { DEED OF TRUST
Milton M. Wheeler, et
al.

THIS INDENTURE, Made this 30th day of December, 1974
between Jan I. Cimino and wife, Carrie Ruth Cimino, First Parties,
and Milton M. Wheeler, Mrs. Mamie W. Thomas, Mrs. Verona
S. Wheeler, and Mrs. Jane W. Pennington, Parties of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties of the second part in the sum of Fifteen Thousand, Four Hundred Dollars (\$15,400.00), evidenced by their one note at even date herewith for said amount, bearing 7% interest per annum from date, and due and payable in ten equal annual installments of principal and interest in the amount of \$2,192.62 each (except the last installment is for \$2,192.54) with one of said installments due definitely on 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 years after date, respectively, and all according to loan amortization schedule attached to said note and made a part thereof, and which said note carries no pre-payment privileges.

and the parties of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by F. C. Holmes, Jr., Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

Eleven (11) acres, situated in the Southeast Quarter of Section Twelve (12), Township Four (4), Range Eight (8) West, located on the East side of U. S. Highway No. 51, and being more particularly described as follows, to-wit:

Lot No. Seven (7) of the "Division of Wheeler Farms", as shown on Subdivision plat of same prepared by Billy D. Gray, Civil Engineer, in August, 1972, and of record in Plat Book 10, Page 28 et seq. in the Chancery Court Clerks Office, DeSoto County, Mississippi, and to which plat full reference is now made for a particular description of said lands.

Said lands are the same lands conveyed to First Parties by Second Parties by warranty deed this day filed for record, and this is a purchase money deed of trust securing the payment of the deferred part of the purchase price for said lands and this is a first and paramount lien against said lands.

The aforementioned note provides, and First Parties hereby understand and agree, that the failure to pay any one of the aforementioned annual installments of principal and interest when due, shall operate at the option of the annual or holders of said note, to mature the entire indebtedness and the same may be declared at once due and payable.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness all in the manner hereinbefore provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein entitled, the parties of the first part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature on the date written above.
Jan I. Cimino
Carrie Ruth Cimino

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Jan I. Cimino and his wife, Carrie Ruth Cimino who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 30th day of December, 1974.
My Commission Expires January 5, 1976.
H. D. Ferguson Chancery Clerk
D. L. Williams D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
40 minutes A.M. on 30 day of Dec 1974, and that the same has been
recorded in Book 182 Page 297 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of Dec 1974.
Fees \$ 2.00 pd.
SEAL
H. D. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate 718 Book
No. 275 394
This the 4 day of Aug 1981
H. D. Ferguson Clerk

DEED OF TRUST

THIS INDENTURE, this day made and entered into between

MARGARET T. LYONS and GERALD R. LYONS,

of the first part, hereinafter designated as the Grantor,

-----Wayne L. Nix-----Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF JACKSON, MISSISSIPPI

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

-----TWENTY SIX THOUSAND EIGHT HUNDRED NINETY FOUR AND 79/100----- DOLLARS

(\$ 26,894.79) evidenced by One promissory note of even date herewith, bearing interest at the rate of ten percent (10%) per annum after date until paid, due and payable on or before 180 days after date, said note providing for the payment of a reasonable attorney's fee for collection if not paid when due and same is placed in the hands of an attorney for collection.

In the event that the Grantors herein convey any part of the interest secured by this Deed of Trust, they covenant and agree with the Trustee and/or Beneficiary that the entire balance then owing shall be due and payable at once.

The right to pay at any time the entire unpaid balance owing on the above indebtedness, or any part thereof, is hereby reserved.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION
(over)

PARCELS NO. 3 and 7 - A Fractional Part of Section Eleven (11) lying West of U. S. Highway 51, and a triangular, Fractional Southwest Part of the Southwest Quarter of Section Twelve (12), lying West of U. S. Highway 51, all being more particularly described by metes and bounds as follows:

Beginning at the point of intersection of the East line of Right of Way of the Illinois Central Railroad with the line between Sections 2 and 11, running thence North 89 degrees and 42 minutes East along the said Section line 3,292.2 feet to its point of intersection with the West line of Right of Way of U. S. Highway 51; thence South 18 degrees and 27 minutes East along the said West line of Right of Way, 50 feet Westwardly from and parallel to the center line of the said Highway as now constructed, a distance of 3,294 feet to a point of curve; thence continuing Southeastwardly along the said west line of Right of Way along a curve to the left with a radius of 4,633.7 feet and a deflection angle of 7 degrees and 22 minutes, a further distance of 595.8 feet to the point of tangent of said curve; thence continuing along the said West line of Right of Way South 25 degrees and 49 minutes East a further distance of 1,429.1 feet to its point of intersection with the line between Sections 11 and 12; thence continuing along the said West line of Right of Way South 25 degrees and 49 minutes East a further distance of 694.9 feet to an iron stake at its point of intersection with the line between Sections 12 and 13; thence West 301.8 feet to an iron stake at the corner common to Sections 11, 12, 13, and 14; thence North 89 degrees and 57 minutes West along the line between Sections 11 and 14 a distance of 4,038 feet to an iron stake in the East line of Right of Way of the Illinois Central Railroad; thence North 11 degrees and 15 minutes West along the said East line of Right of Way, 50 feet eastwardly from and parallel to the center of tract, a distance of 5,397.1 feet to the point of beginning, containing an area of 451 acres in Section Eleven (11), and 2.17 acres in Section Twelve (12), in all a total of 453.17 acres; all in Township Two (2), South, Range Eight (8) West of the Basis Meridian, DeSoto County, Mississippi.

PARCEL NO. 4 - A Fractional Part of the Northeast Quarter of Section Eleven (11), lying East of U. S. Highway 51, upon which is located a cotton

gin, a general store and other buildings, said parcel of land being more particularly described by metes and bounds as follows:

Beginning at an iron stake at the point of intersection of the East line of Right of Way of U. S. Highway 51, with the line between Sections 2 and 11, running thence North 89 degrees and 42 minutes East along the said Section line 543.2 feet to a point 1,143.4 feet Westwardly along said Section line from the corner common to Sections 1, 2, 11, and 12; thence South 0 degrees and 18 minutes East 466.7 feet to an iron stake; thence South 89 degrees and 42 minutes West 390.2 feet to an iron stake in the East line of Right of Way of U. S. Highway 51; thence North 18 degrees and 27 minutes West along the said East line of Right of Way, 50 feet Eastwardly from and parallel to the center line of the said Highway as now constructed, a distance of 491.1 feet to the point of beginning, containing an area of 5.00 acres; all in Township Two (2), South, Range Eight (8) West of the Basic Meridian, DeSoto County, Mississippi.

PARCELS NO. 5 and 8 - A Fractional Part of the East half of Section Eleven (11), lying East of U. S. Highway 51, and a Fractional South Part of Section Twelve (12), lying East of U. S. Highway 51, all being more particularly described by metes and bounds as follows:

Beginning at the point of intersection of the East line of Right of Way of U. S. Highway 51 with the line between Sections 12 and 13, said point being also 412.9 feet East along the said Section line from the corner common to Sections 11, 12, 13, and 14, running thence East along the said Section line 4,884.2 feet to an iron stake in the line between Ranges 7 and 8 West at the Southeast corner of Section Twelve (12); thence North 0 degrees and 06 minutes West along the said range line 3,184.3 feet to an iron stake; thence West 5,235.4 feet to a point in the line between Sections 11 and 12; thence continuing West a further distance of 978.5 feet, in all a total distance of 6,273.9 feet to an iron stake in the East line of Right of Way of U. S. Highway 51; thence South 25 degrees and 49 minutes East along the said East line of Right of Way, 50 feet Eastwardly from and parallel to the center line of said Highway as now constructed, a distance of 726.5 feet to a point of curve, thence continuing southeastwardly along the said East line of Right of Way along a curve to the left with a radius of 4,533.7 feet and a deflection angle of 7 degrees and 22

minutes, a further distance of 582.9 feet to the point of tangent of said curve; thence continuing along the said East line of Right of Way South 25 degrees and 49 minutes East a further distance of 1,221.8 feet to its point of intersection with the line between Sections 11 and 12, said point being also 835.7 feet Northwardly along the said Section line from the corner common to Sections 11, 12, 13 and 14; thence continuing along the said East line of Right of Way South 25 degrees and 49 minutes East, a further distance of 950.5 feet to the point of beginning, containing an area of 28.35 acres in Section 11 and 393.12 acres in Section 12, in all a total area of 411.47 acres; all in Township Two (2) South, Range Eight (8) West of the Basis Meridian, DeSoto County, Mississippi.

The aggregate of Parcels 3, 4, 5, 7, and 8 is 869.64 acres.

EXCEPTION: Less and except from the above described 869.64 acres two tracts of land deeded to the State Highway Commission of Mississippi as follows, to-wit:

7.42 acres, more or less, situated in the East Half of Section Twelve (12), Township Two (2), Range Eight (8), and described by notes and bounds in a deed recorded in Deed Book 41, Page 438 of the Deed Records of DeSoto County, Mississippi, in the office of the Chancery Clerk, and situated in DeSoto County, Mississippi; and 22.23 acres, more or less, situated in the East Half of Section Twelve (12), Township Two (2), Range Eight (8) West, DeSoto County, Mississippi, being a strip of land 300 feet wide (being 150 feet on each side of the center line of the proposed highway as shown by the plans of the said Highway in the files of the State Highway Department, Jackson, Mississippi); the said land having been deeded to the State Highway Commission by a deed recorded in Deed Book 41, page 441 of the Deed Records of DeSoto County, Mississippi, in the Chancery Clerk's office.

The aggregate total of the land described above is 839.94 acres, all lying and being situated in the County of DeSoto, State of Mississippi.

Signed for Identification
December 26, 1974

Margaret T. Lyons
Margaret T. Lyons
Gerald R. Lyons
Gerald R. Lyons

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of December 1974

Margaret T. Lyons
Margaret T. Lyons
Gerald R. Lyons
Gerald R. Lyons

STATE OF MISSISSIPPI,
COUNTY OF *Desoto*

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named *Margaret T. Lyons and Gerald R. Lyons* who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the *26th* day of *December* 19*74*
R. S. Wain
Notary Public



My Commission Expires: *5-17-1975*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 30 day of Dec 1974, and that the same has been recorded in Book 182 Page 298 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Dec 1974.

500
W. B. Ferguson, Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

LYNN NEWSOME
To { DEED OF TRUST
B. H. MCKINNEY, ET UX

THIS INDENTURE, Made this 21 day of December 1974

between Lynn Newsome and B. H. McKinney and wife, McKinney, of the first part, and B. H. McKinney and wife, McKinney, of the second part.

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part ies of the second part in the sum of \$1,700.00 due and repayable in 18 equal amortized monthly installments of \$102.10 each, the first installment due on or before the 15th day of January, 1974 and one installment due on the same day of each month thereafter until paid in full, with interest to accrue at the rate of 10% per annum.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness as aforesaid when this instrument to be said, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

2 acres more or less situated in Section 30, Township 3 South, Range 5 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at the Southeast Corner of the B. H. McKinney tract situated in Section 8, Township 3 South, Range 5 West; thence from said point of beginning run North with center of public road 114 feet to a point; thence run West 618 feet to a point; thence run South 144 feet to a point in the North boundary of the Frank Acree tract; thence run East with said North boundary of Acree tract 618 feet to the point of beginning and containing 2 acres more or less.

A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness as aforesaid when this instrument to be said, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Lynn Newsome

STATE OF MISSISSIPPI, DESOTO COUNTY
Lynn Newsome the undersigned authority of said County, the within named

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 21 day of December 1974
Notary Public

My Commission Expires: 5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
50 minutes A.M. 30 day of Dec 1974, and that the same has been
recorded in Book 182 Page 304 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 30 day of Dec 1974.
Filed \$ 2.50 pd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Jack W. Ussery, President
of First National Bank of Southaven the beneficiary, does hereby certify that a certain trust deed
bearing date the 9 day of March 19 72, made and executed by Mitchel R. Jacobs & wife
Betty J. Jacobs of Desoto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 22 on page 16
of the Record of Trust Deeds, on the 9 day of March A. D. 19 72 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank of Southaven

Jack W. Ussery

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid, Jack W. Ussery, President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 23 day of December A. D. 19 74

Bonnie J. Ingram
Bonnie J. Ingram

My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
50 minutes A M. 30 day of Dec 1974, and that the same has been
recorded in Book 182 Page 305 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 30 day of dec 1974.

Fees \$ 2.00 pd.

SEAL

H. P. Ingram
CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That FAA Federal Credit Union # 9639

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of March 19 74, made and executed by William W. Watts and wife, Norma B. Watts of _____ to FAA Federal Credit Union

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County County, in the State of Mississippi in real estate Trust Deed Record No. 172 on page 437

of the Record of Trust Deeds, on the 18th day of March A. D. 19 74 is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FAA Federal Credit Union #9639

BY: John R. Johnson

Tennessee
STATE OF ~~MISSISSIPPI~~ } ss.
~~DeSoto~~ County.
She By

Personally came and appeared before me, the undersigned authority John R. Wardlaw in and for County and State aforesaid, John R. Johnson who acknowledged that he signed and for and on behalf of FAA Federal Credit Union delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 23rd day of December A. D. 19 74

My Commission Expires:
2-31-76

John B. Wardlaw
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A M. 30 day of Dec 1974, and that the same has been recorded in Book 182 Page 306 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 30 day of Dec 1974.
Filed 2.50 fee.
H. J. [Signature] CLERK

W. E. Davis
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate TID BOOK
NO. 1066 PAGE 558
THIS THE 21st DAY OF Dec 19 74
W. E. Davis
CHANCERY CLERK
by P. Starkey

Assignment of this instrument recorded in
Real Estate TID Book 307
No. 251 Page 146
This the 8 day of Nov 19 79
W. E. Davis

VA Form 26-5322 (Home Loan)
Revised January 1974. Use Optional Section 1510, Title 25, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 23rd day of December, 1974

by and between
WILLIAM W. WATTS and wife, NORMA B. WATTS

C. B. HENLEY, hereinafter called the Grantor;
, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 E. Amite Street, Jackson, Mississippi, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 4, Ridgeview Subdivision, in Section 26, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 12, pages 41-44, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Systems Inc.
Onto Electronic Registration
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate TID BOOK
NO. 1177 PAGE 442
THIS THE 31st DAY OF Dec 1999
W. E. Davis
CHANCERY CLERK
by P. Starkey

Just Comm Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate TID BOOK
NO. 851 PAGE 195
THIS THE 26 DAY OF Aug 19 96
W. E. Davis
CHANCERY CLERK
by B Cleveland

Bailey Mtg Co.
Assignment of this instrument recorded in
Real Estate TID BOOK
No. 748 PAGE 748
THIS THE 28 DAY OF Feb 19 95
W. E. Davis
CHANCERY CLERK
by B Cleveland

RECORDED IN BOOK
1188 33
14 FEB 2000
W. E. Davis
CHANCERY CLERK

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Fifty Thousand and no/100----- Dollars (\$ 50,000.00), with interest from date at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Four Hundred Two and 50/100- Dollars (\$ 402.50), commencing on the first day of February , 1975 , and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January , 1985 .

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

William W. Watts
William W. Watts

Norma B. Watts
Norma B. Watts

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } 447

Personally appeared before me Joyce B. Young, the undersigned notary public in and for said County, the within named William W. Watts and Norma B. Watts, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of December, 19 74

Joyce B. Young
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A.M. 30 day of Dec 1974, and that the same has been recorded in Book 182 Page 307 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Dec 1974.

Fees \$ 500 pd.

H. P. Ferguson
CLERK

Magna Mtg Company
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
 Real Estate T/D BOOK
 NO. 970 PAGE 489
 THIS THE 17 DAY OF Feb. 19 98.
 W.E. Davis
 By M. Calm, DC CHANCERY CLERK

Assignment of this Instrument recorded in
 Real Estate T/D Book
 No. 189 Page 246
 This the 8 day of Aug. 19 75
 H. S. Ferguson Clerk

311

VA Form 26-6322 (Home Loan)
 Revised January 1974. Use Optional, Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of December, 19 74

by and between
 PAUL L. LUCAS AND WIFE, ZORITA C. LUCAS

G. L. OATES, hereinafter called the Grantor;
 hereinafter called the Trustee, and

WORTMAN AND MANN, INC. a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 1571 Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1129, Section, "F" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument of which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Magnolia Fed. Bank for Savings
 No. 581 Page 78
 This the 16th day of April 19 92
 W. E. Davis Clerk
 by W. S. Taylor, J.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
 1861 PAGE 29
 THIS 3 DAY OF NOV 2003
 W.E. Davis
 By M. Calm, DC CHANCERY CLERK

Magnolia Fed. Bank for Savings
 Assignment of this instrument recorded in
 Real Estate T/D book
 No. 510 Page 590
 This the 1st day of June 19 90
 W. E. Davis Clerk
 by W. S. Taylor, J.C.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty Four Thousand, Four Hundred Fifty Dollars (\$ 44,450.00), with interest from date at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman and Mann, Inc., P.O. Box 1571, Jackson, Mississippi in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Three Hundred Fifty Seven and 82/100 Dollars (\$ 357.82), commencing on the first day of February, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 2005

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Paul L. Lucas
Paul L. Lucas

Zorita C. Lucas
Zorita C. Lucas

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me Joyce B. Young, the undersigned notary public in and for said County, the within named Paul L. Lucas and Zorita C. Lucas, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of December, 1974.

Joyce B. Young
Notary Public

My Commission Expires:
January 16, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
50 minutes A.M. 30 day of Dec 1974, and that the same has been
recorded in Book 182 Page 311 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 30 day of Dec 1974.

Fee \$ 5.00

H. P. Stewart
CLERK

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated April 26, 1968, executed by Wallace E. Johnson, Inc. to Northwest Title Guaranty Company as Trustee, Service Mortgage and Investment Company, Inc., as Beneficiary, which Deed of Trust is recorded in Book 102, Page 260, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Northwest Title Guaranty Company, as Trustee, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 91, HERNANDO ESTATES SUBDIVISION, Section B, in Section 7, Township 3, Range 7 as shown on the recorded Plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson, Inc., and to its successors and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

SERVICE MORTGAGE AND INVESTMENT COMPANY, INC. joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustee to execute this release.

WITNESS our signatures this the 20 day of December, 1974.

NORTHWEST TITLE GUARANTY COMPANY,
TRUSTEE

SERVICE MORTGAGE AND INVESTMENT
COMPANY, INC.

By [Signature]

By [Signature]

Attest: [Signature]

Attest: [Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey, who acknowledged that as Vice President and Assistant Secretary, respectively, for and on behalf of and by authority of SERVICE MORTGAGE AND INVESTMENT COMPANY, INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 20 day of December, 1974.

My Commission expires: 1-10-76

[Signature]
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Arthur E. Huggins and Robbie M. Braswell who acknowledged that as President and Secretary, respectively, for and on behalf of and by authority of NORTHWEST TITLE GUARANTY COMPANY, TRUSTEE, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 23rd day of December 1974.

[Signature]
Notary Public

My Commission expires:

My Commission Expires October 11, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. day of Dec 1974, and that the same has been recorded in Book 182 Page 315 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Dec 1974.

Fees \$ 300 pd.

SEAL

[Signature] CLERK

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated April 26, 1968, executed by Wallace E. Johnson, Inc. to Northwest Title Guaranty Company as Trustee, Service Mortgage and Investment Company, Inc., as Beneficiary, which Deed of Trust is recorded in Book 101, Page 515, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Northwest Title Guaranty Company, as Trustee, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 91, HERNANDO ESTATES SUBDIVISION, Section B, in Section 7, Township 3, Range 7 as shown on the recorded Plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson, Inc., and to its successors and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

SERVICE MORTGAGE AND INVESTMENT COMPANY, INC. joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustee to execute this release.

WITNESS our signatures this the 20 day of December, 1974.

NORTHWEST TITLE GUARANTY COMPANY,
TRUSTEE

SERVICE MORTGAGE AND INVESTMENT
COMPANY, INC.

By [Signature]

By [Signature]

Attest: [Signature]

Attest: [Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey, who acknowledged that as Vice President and Assistant Secretary, respectively, for and on behalf of and by authority of SERVICE MORTGAGE AND INVESTMENT COMPANY, INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 20 day of December, 1974.

[Signature]
Notary Public

My Commission expires: 1-10-76

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Arthur E. Huggins and Bobbie M. Braswell, who acknowledged that as President and Secretary, respectively, for and on behalf of and by authority of NORTHWEST TITLE GUARANTY COMPANY, TRUSTEE, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 23rd day of December 1974.



Notary Public



My Commission expires:

My Commission Expires October 14, 1976

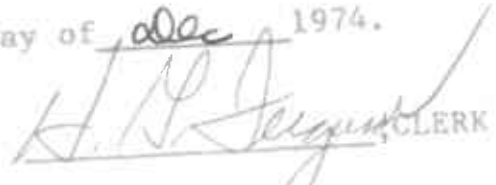
STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minute P M. 30 day of dec 1974, and that the same has been recorded in Book 182 Page 317 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of dec 1974.

Fees \$ 2.00 pd.

SEAL


CLERK

RETURN TO SECURITY TITLE DEPT
1444 E. SHELBY SUITE 429
MEMPHIS, TENNESSEE 38116

DEED OF TRUST

THIS INDENTURE, made this 21st day of December, 1974
between GERALD K. McCANDLESS and wife, SHARON B. McCANDLESS

of the first part, and LAURENCE H. MITCHELL and wife, PATRICIA M. MITCHELL of the second part.

WITNESSETH, That whereas said parties of the first part, being indebted to the said party of the second part in the sum of \$3,150.00 evidenced by a promissory note of even date herewith being payable in 12 monthly installments of \$50.00 each with the first of said installments being due January 1, 1975 and on January 1, 1976, the entire remaining balance of \$2,550.00 shall be due and payable.

and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by L. Wade Harrison, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 59, Lakewood Estates Subdivision, Section "A", in Section 23, Township 2, Range 7 West, as shown on plat of record in Plat Book 7, Page 49, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is herein made for a more particular description.

This is a second lien Deed of Trust

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the as herein provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signature s the date written above.
Gerald K. McCandless
Gerald K. McCandless
Sharon B. McCandless
Sharon B. McCandless

STATE OF TENNESSEE, SHELBY COUNTY,
Personally appeared before me, a Notary Public of said County, the within named GERALD K. McCANDLESS and wife, SHARON B. McCANDLESS who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under hand and official seal this 20th day of December, 1974.

Lee V. Hamberlin
Notary Public

My Commission Expires: 6/25/75

STC 30468
dh

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 12 o'clock no minutes P M. 30 day of Dec. 1974, and that the same has been recorded in Book 182 Page 319 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec 1974.

Fees \$ 3.00 pd.

SEAL

H. P. Jackson
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 27 day of December 1974 between Albert Lowry and Ann Dockery Dean

The Hernando Bank, Hernando, Miss. of the first part, and of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Thirty Six Thousand, Five Hundred Dollars (\$36,500.00) evidenced by promissory note of even date and amount, to become due and payable on or before the 15th day of December, 1975, with interest from date at the rate specified in the note.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed Twenty Two Thousand and No/100 Dollars and the part ies of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. Mcingvale Trustee, the part ies of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All in the Southeast Quarter of Section 9, Township 3, Range 9 West, and north of the right of way for Mississippi Highway 304; thence north along said west line 2490 feet, more or less, to the northwest corner of said Quarter Section; thence east along the north line of said Quarter Section 420.4 feet, more or less, to the northwest corner of Lot 4; thence south along the west line of said Lot 4 a distance of 1614.4 feet, more or less, to a point; thence south along the west line of said Lot 4 a distance of 958.6 feet to the north right of way of said highway; thence west along said right of way 155.65 feet to a point opposite highway station 166 ± 75; thence north 10 feet; thence west along said right of way 369.0 feet, more or less, to the point of beginning and containing 31.65 acres, more or less.

31.65 acres, more or less, in the Southeast Quarter of Section 9, Township 3, Range 9 West, described as Beginning at intersection of the west line of the Southeast Quarter of Section 16, Township 3, Range 9 West and north of the right of way for Mississippi Highway 304; thence north along said west line 2490 feet, more or less, to the northwest corner of said Quarter Section; thence east along the north line of said Quarter Section 420.4 feet, more or less, to the northwest corner of Lot 4; thence south along the west line of said Lot 4 a distance of 1614.4 feet, more or less, to a point; thence south along the west line of said Lot 4 a distance of 958.6 feet to the north right of way of said highway; thence west along said right of way 155.65 feet to a point opposite highway station 166 ± 75; thence north 10 feet; thence west along said right of way 369.0 feet, more or less, to the point of beginning and containing 31.65 acres, more or less.

This trust deed is given as renewal and extension of trust deed dated March 7, 1974, recorded Book No. 172, Page 119, Real Estate Records, DeSoto County, Ms.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 15 day of December 1975 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above. Albert Lowry Dean Ann Dockery Dean

STATE OF MISSISSIPPI, DESOTO COUNTY Personally appeared before me the undersigned authority of said County, the within named Albert Lowry and Ann Dockery Dean

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 27 day of December 1974. Beverly B. Scott Notary Public My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 55 minutes A.M. 31 day of Dec. 1974, and that the same has been recorded in Book 182 Page 320 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

Agreement
of this instrument recorded in
Deed Estate T.D. Book
No. 184 Page 941
Date the 1 day of April 1975
H.B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE
DAY OF 19

CHANCERY COURT
FOR REAL ESTATE, CHATTEL OR BOTH

Elmer C. Scott, et ux,
Ozell D. Scott
To { DEED OF TRUST
The Hernando Bank,
Hernando, Mississippi

THIS INDENTURE, Made this 27th day of December 1974
between Elmer C. Scott and his wife, Ozell D. Scott,
Parties of the first part,
and The Hernando Bank, Hernando, Mississippi, Party of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Twenty Two Thousand, Five Hundred Dollars (\$22,500.00), evidenced by their one joint note of even date herewith for said amount and due on or before December 15, 1975, and bearing interest from date at the rate provided in said note

and any further amount that the party of the second part may furnish the party of the first part during the ~~existence~~ existence of this deed of trust, not to exceed \$7,000.00 and the parties of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by F. C. Holmes, Jr., Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:
The West Half of the Northeast Quarter of Section Twenty Three (23), Township Three (3), Range Seven (7) West, containing 80 acres, more or less, and being the same lands conveyed to First Parties by Robert L. Redding, a widower, by Warranty Deed dated November 28, 1959, and of record in Book 47, Page 314 of the Deed Records of DeSoto County, Mississippi.

First Parties warrant that this trust deed is a first lien against said lands, and that said lands are only subject to Oil, Gas, and Mineral Lease held by The Anschutz Corporation, dated June 24, 1973, and of record in Book 2, Page 99 in the Chancery Court Clerk's office, and to existing easements for public roads and public utilities, as shown in the records in the Chancery Court Clerk's office, DeSoto County, Mississippi.

First Parties further understand and agree that they are to keep the buildings located upon said lands insured against losses by fire and windstorm, said insurance to be carried in amount required by Second Party, and with said insurance policy to carry proper Mortgagee clause in favor of Second Party.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein above directed. Should the parties of the first part promptly pay the above stated indebtedness and all future advances, all as hereinbefore provided, then this instrument to be null, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and to wit of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature on the date written above.
Elmer C. Scott
Ozell D. Scott

STATE OF MISSISSIPPI, DESOTO COUNTY
I, the undersigned authority
Elmer C. Scott and his wife, Ozell D. Scott
of said County, the within named
who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 27th day of December 1974
My Commission Expires: (SEAL) May 7, 1977
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
55 minutes A.M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 321 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 250.00 pd.
SEAL
H. P. Ferguson, CLERK
Paid, Satisfied and Cancelled
This 27 day of April 1984
The Hernando Bank
Hernando, Miss.

CANCELLED BY AUTHORITY RECORDED IN BOOK
314 PAGE 743
DAY OF May 19 84
H.H. Ferguson
CHANCERY CLERK

Attest
H.H. Ferguson by Sue Looney
Chancery Clerk

322

Filed, Signed and Recorded
This 22 day of March 1979
Attest
Chancery Clerk
W. H. ...

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JAMES L. CHISM AND WIFE, MARION M. CHISM,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Eleven Thousand Seven Hundred Forty-One and seventy-six hundredths DOLLARS

(\$ 11,741.76) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

due and payable in 48 monthly installments of \$244.62 each, beginning on
the 20th day of January 1975, with like payment on the 20th day of each
month thereafter until paid.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto County
State of Mississippi, and more particularly described as follows, to-wit:

Lot 67, Section B, Hernando Estates Subdivision, in Hernando, Mississippi,
as recorded in Plat Book 6, Page 9, in the Chancery Clerk's Office of DeSoto
County, Mississippi, and being part of Section 7, Township 3, Range 7 West.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of December 1974.

James L. Chism
James L. Chism
Marion M. Chism
Marion M. Chism

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James L. Chism and wife, Marion M. Chism, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 27th day of December 1974.
My Commission Expires: My Commission Expires May 7, 1977
Beverly B. Scott
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A.M. 31 day of Dec. 1974, and that the same has been recorded in Book 182 Page 322 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 5.00 pd.

SEAL

H. P. J. [Signature]
CLERK

0/1/74

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of March 19 74, made and executed by George R. Winfield and Barbara J. Winfield of The Hernando Bank

to DeSoto the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 173 on page 113 of the Record of Trust Deeds, on the 26th day of March, A. D. 19 74, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

This the 30th day of Dec. 1974

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barker

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said, The Hernando Bank, after first being duly authorized and empowered to so do.

GIVEN under my hand and seal of office this 30th day of Dec. A. D. 19 74

My Commission Expires Jan. 7, 1978

Elois M. Barker

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A. M. 31 day of Dec 1974, and that the same has been recorded in Book 182 Page 325 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. August CLERK

ok/pt

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 29th day of December 1969, made and executed by Ben W. Shearon and
Earline Pettey Shearon of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 111 on page 504
of the Record of Trust Deeds, on the 3rd day of January A. D. 1970 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 30th day of Dec. 1974

The Hernando Bank

A. S. Ballard, Jr.

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Edwin M. Barber
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 30th day of Dec. A. D. 1974

My Commission Expires Jan. 7, 1978

Edwin M. Barber



LAWRENCE-DESHWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A. M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 326 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. [Signature] CLERK


4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of January 19 72, made and executed by Billy Richard Mann and
Geraldine L. Mann of _____ to The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate That Deed Record No. 137 on page 438
of the Record of Trust Deeds, on the 21st day of JANUARY, A. D. 19 71, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 30th day of Dec. 1974
The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barber
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to do so.
Given under my hand and seal of office the 30th day of Dec. A. D. 19 74

My Commission Expires Jan. 7, 1978


Elois M. Barber

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A.M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 327 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL


H. P. J. Clerk

328

2/18 pd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 28th day of August 1972 made and executed by James Gillespie and
Rosa B. Gillespie of The Hernando Bank to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 117 on page 217
of the Record of Trust Deeds, on the 29th day of August A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 30th day of Dec. 1974

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority: Calvin M. Barber
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 30th day of Dec. A. D. 1974

My Commission Expires Jan. 7, 1978

Calvin M. Barber

LEWIS-GERDING 67843

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A. M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 318 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL


CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Midland Insurance Co. dba Allied Bonding /Co.
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 11th day of Jan 1974, made and executed by Sam McIntyre and wife,
Callie M. McIntyre of DeSoto County, Miss. to Midland Ins. Co. dba Allied
Bonding Co. - Memphis, Tenn. of DeSoto
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 170 on page 157
of the Record of Trust Deeds, on the 15th day of Jan, A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

BY [Signature]
ATTORNEY IN FACT

Tenn.
STATE OF MISSISSIPPI, } ss.
DeSoto County.
Shelby County

Personally came and appeared before me, the undersigned authority John T. Whitlock, Jr.
in and for County and State aforesaid John T. Whitlock who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of Oct. A. D. 1974

[Signature]
CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
55 minutes A M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 329 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

[Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Midland Insurance Co. dba Allied Bonding Co.
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 9th day of Nov. 19 73 made and executed by Grady C. Williams & Wife
Mary L. Williams of 807 Meadowbrook - Mississippi to Midland Ins. Co. dba Allied
Bonding Co. - Mphs, Tenn.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 175 on page 5
of the Record of Trust Deeds, on the 6th day of May A. D. 19 74 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

MIDLAND INSURANCE COMPANY
BY [Signature]
ATTORNEY-IN-FACT



Tennessee }
STATE OF MISSISSIPPI, } ss.
DeSoto County.
Shelby County

Personally came and appeared before me, the undersigned authority Joe E. Hughson Jr.
in and for County and State aforesaid John T. Whitlock who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of Oct. A. D. 19 74

[Signature]
MY COMMISSION EXPIRES FEB. 1975
NOTARY PUBLIC

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A M. 31 day of Dec 1974, and that the same has been
recorded in Book 182 Page 330 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec 1974.

Fees: \$ 2.50 pd.

SEAL

[Signature] CLERK

250

341140

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction

of and cancel of record a certain Trust Deed executed
by Pinkney E Smith and wife Katherine Smith to FIRST NATIONAL BANK OF MEMPHIS

and recorded on Page 597 of Book Number 143 of the Record of Deeds or Deeds of Trust in your office.

This 26 day of Dec., 19 74.

THE FIRST NATIONAL BANK OF MEMPHIS

By Art Barnett

Art Barnett Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Art Barnett

Operations Officer who acknowledged that he signed and delivered the foregoing instrument on

the day and year therein mentioned, as His act and deed.

Given under my hand and official seal, this 26 day of

Dec., AD, 19 74.

Anna L. Leppard
Notary Public

MY COMMISSION EXPIRES NOV. 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
55 minutes A M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 331 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 250 pd.

SEAL

H. P. August
CLERK

2.50

354357

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desota COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Trust Deed executed by Charles E Couch to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 105 of Book Number 151 of the Record of Deeds or Deeds of Trust in your office.

This 17 day of Dec. 19 74

THE FIRST NATIONAL BANK OF MEMPHIS By Marie Jordan Operations Officer

STATE OF TENNESSEE) SS SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marie Jordan Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 17 day of Dec. AD, 19 74

Notary Public (Signature)

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A.M. 31 day of Dec 1974, and that the same has been recorded in Book 182 Page 333 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec 1974.

Fees \$ 2.50 pd.

SEAL

H. P. August CLERK (Signature)

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. "

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi, formerly Bank of Olive Branch
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of March 19 72, made and executed by Robert Bruce Fulton and
wife, Gertrude S. Fulton of Olive Branch, Mississippi to Bank of Olive Branch
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 139 on page 362
of the Record of Trust Deeds, on the 8th day of March, A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

BANK OF MISSISSIPPI

BY: Guy Loftin
Guy Loftin, Vice President

STATE OF MISSISSIPPI, }
DeSoto County. "

Personally came and appeared before me, the undersigned authority, Guy Loftin
Guy Loftin, Vice President respectfully
in and for County and State aforesaid of the Bank of Mississippi who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 17th day of December, A. D. 19 74.

[Signature]
Notary Public

My Commission Expires: 5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
55 minutes A M. 31 day of Dec. 1974, and that the same has been
recorded in Book 182 Page 334 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

[Signature]
CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 27th day of December, 1974
 Robert T. Jackson, Amon J. Fuson, David L. Cunningham, J. Nello Giarelli,
 by and between John G. Vowell, Fletcher G. Johnson, Nathan R. Walley, Charles G. Purifey,
W. Karl Thompson, Cecil L. Raines, James W. Breazeal, Francis E. Thompson, Terry A.
Hurlbut, Jr., Donald B. Tredway, Robert E. Moyes, and Vernon J. McBride
 of the first part, hereinafter designated as the GRANTORS; Joel P. Walker
 Trustee, of the second part, hereinafter designated as TRUSTEE; and Vernon J. McBride
 of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Hundred Fifty Thousand and No/100----- DOLLARS
 (\$ 150,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
 to-wit:

Due and repayable as to principal in 6 annual installments of \$25,000.00 each, the first principal installment due December 28, 1979 and one installment due annually thereafter until paid in full, with the annual interest payable as follows: Interest payment due December 28, 1974 in the amount of \$12,000.00 and annual interest payment due at the rate of 8% per annum on the unpaid balance on the 28th day of each year thereafter until paid in full.

as herein provided
 said note bearing interest ~~yearly~~ at the rate of eight (8%) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of _____
 District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

160.2 acres in Section 14, Township 2, Range 6 West, DeSoto County, Mississippi and being more particularly described as follows, to wit: BEGINNING at a point in the North line of said Section 14, said point being 1983.96 feet West of the Northeast Corner of said Section 14; thence continuing with the North line of said Section South 84° 30' West 661.32 feet to a point, the Northwest Corner of Northeast Quarter; thence with the West line of said Northeast Quarter South 5° 30' East 2640.66 feet to an iron pin, the center of Section 14; thence with the North line of Southwest Quarter South 84° 30' West 1322.31 feet to an iron pin; thence South 5° 30' East 1320.5 feet to an iron pin; thence North 84° 30' East 1322.15 feet to an iron pin in the West line of Southeast Quarter; thence with said West line South 1320.33 feet to an iron pin in the South line of said Section 14; thence with said South line North 84° 30' East 990 feet to an iron pin; thence North 5° 30' West 2640.44 feet to an iron pin in the South line of Northeast Quarter; thence with said South line North 84° 30' East 332.31 feet to an iron pin; thence North 5° 30' West 1320.2 feet to an iron pin; thence South 84° 30' West 661.24 feet to an iron pin; thence North 5° 30' West 1320.25 feet to the beginning, containing 160.2 acres of land.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due either principal or interest, shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder and owner of this note.

RELEASE CLAUSE: This deed of trust is given on condition that land be released from the lien of this trust deed on the following conditions:

1. A request by the Grantor in writing describing the land to be released.
2. Land will be released from the lien of this trust deed on the basis of one acre released for each \$1,100.00 paid on the principal indebtedness secured by this instrument. No land is released for the down payment on the land.
3. No land other than right of way for public roads and public utilities will be released from the lien of this instrument if land so released would result in other lands secured by and not released from the lien of this instrument being completely surrounded by the released land and not having ingress and egress to and from frontage on an improved public roadway.
4. If the Grantor elects to subdivide the above described property or any portion thereof the holder of this instrument agrees to join as mortgagee in the plat and plan for subdivision and approve for construction streets and other improvements and join in any restrictive covenants to be imposed on the land, however, the beneficiaries or their assigns shall not be financially responsible for any improvements made on the land by the Grantor or its assigns.

The beneficiaries herein named hereby designate the appoint the above named Trustee or his successor as their agent for the purpose of releasing land from the lien of this trust deed on the conditions herein set forth.

Robert T. Jackson is attorney in fact for parties of the first part and will execute this instrument in said capacity, power of attorney being on record in the Chancery Clerk's Office of DeSoto County, Mississippi.

This trust deed is second and subordinate to the trust deed in DeSoto County recorded in Book 152, page 242, which the Grantors assumed and agreed to pay. A default in the payment of the indebtedness secured by the prior lien trust deed shall constitute a default under this trust deed and any payments made by the beneficiary to the holders of the first liens shall be fully secured by this trust deed, shall bear 8% interest from date of disbursement and shall be due and repayable on demand.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

By: <u>Fletcher G. Johnson</u> Fletcher G. Johnson	COLLEGE ROAD ASSOCIATES, a partnership
By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact	By: <u>Robert T. Jackson</u> Robert T. Jackson, Individually
By: <u>Nathan R. Walley</u> Nathan R. Walley	By: <u>Amos J. Fuson</u> Amos J. Fuson
By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact	By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact
By: <u>Charles G. Purifoy</u> Charles G. Purifoy	By: <u>David L. Cunningham</u> David L. Cunningham
By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact	By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact
By: <u>W. Karl Thompson</u> W. Karl Thompson	By: <u>J. Melio Giaroli</u> J. Melio Giaroli
By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact	By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact
By: <u>Cecil E. Raines</u> Cecil E. Raines	By: <u>John G. Vowell</u> John G. Vowell
By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact	By: <u>Robert T. Jackson</u> Robert T. Jackson, Attorney in fact

James W. Breazeal
James W. Breazeal

By: Robert T. Jackson
Robert T. Jackson, Attorney in fact

Francis E. Thompson
Francis E. Thompson

By: Robert T. Jackson
Robert T. Jackson, Attorney in fact

Terry A. Hurlbut, Jr.
Terry A. Hurlbut, Jr.

By: Robert T. Jackson
Robert T. Jackson, Attorney in fact

Donald B. Tredway
Donald B. Tredway

By: Robert T. Jackson
Robert T. Jackson, Attorney in fact

Robert E. Moyes
Robert E. Moyes

By: Robert T. Jackson
Robert T. Jackson, Attorney in fact

Vernon J. McBride
Vernon J. McBride

By: Robert T. Jackson
Robert T. Jackson, Attorney

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Robert T. Jackson, individually and as Attorney in fact for Amon J. Fuson, David L. Cunningham, J. Nello Giaroli, John G. Vowell, Fletcher G. Johnson, Nathan R. Walley, Charles G. Purifoy, W. Karl Thompson, Cecil L. Raines, James W. Breazeal, Francis E. Thompson, Terry A. Hurlbut, Jr., Donald B. Tredway, Robert E. Moyes and Vernon J. McBride, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal of office this the 27 day of December, 1974.

My Commission Expires: 5-8-77

James L. Gland
Notary Public

STATE	I certifi	record in	the	and was	Book No	Witness	day of	TITLE IF	prote
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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 31 day of Dec. 1974, and that the same has been recorded in Book 182 Page 335 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of Dec 1974.

Fees \$ 6.00 pd.

SEAL

H. P. Jergens CLERK

6.00 bill
woods
day of _____ 19____
Clerk

This instrument prepared by: Yasmine Ragsdale

TRUST DEED RELEASE

Desoto Cty, Ms.

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of ~~Shelby County, Tenn.~~ ~~XXXXX~~ certain real property was conveyed by the hereinafter named grantor, to Troy Barron

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Joe D. Hooper and wife, Nancy M. Hooper	1-15-1972	Book 136 Page 247	Lot 14, Section C, Oak-lawn Subdivision, Section 13, Township 3, Range 8, per plat of record in Plat Book 4, Page 29, in the Office of the Chancery Court Clerk of DeSoto, County, Mississippi

NOW, THEREFORE, in consideration of the premises the undersigned FIRST NATIONAL BANK OF MEMPHIS

as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, FIRST NATIONAL BANK OF MEMPHIS, covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he ha the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said FIRST NATIONAL BANK OF MEMPHIS ha hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 17 day of December 19 74

Marie Jordan
Operations Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 17 day of December, 19 74, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Marie Jordan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires 19 day of 19 Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Marie Jordan with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Operations Officer of the FIRST NATIONAL BANK OF MEMPHIS the within named bargainer, a corporation, and that he as such Operations Officer authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Operations Officer.

WITNESS my hand and seal at office in Memphis, Tennessee this 17 day of December 19 74

Anna L. Leppard
Notary Public

My commission expires 19 day of 19

* Do not write below this line - FOR REGISTERS USE ONLY *



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A M. 31 day of Dec. 1974, and that the same has been recorded in Book 182 Page 339 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. August
CLERK

340

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF HINDS

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the under-
 signed does hereby transfer and assign unto the Government National Mortgage Association
 _____, that certain Deed of Trust executed by
Jimmy H. Underwood and wife, Janette Q. Underwood to Stuart Robinson
 Trustee, for the benefit of Bankers Trust Savings and Loan Association
 dated November 25th, 1974, securing a note in the sum of \$ 33,000.00
 recorded in Book 181, Page 621, of the office of the Chancery Clerk of
DeSoto County, Mississippi, together with the indebtedness
 secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its
Senior Vice President, and has caused its corporate seal to be thereunto
 affixed on this, the 26th day of December, 1974.



Bankers Trust Savings and Loan Association
 BY: W. S. Weems
 W. S. Weems, Senior Vice President

ATTEST:
B. J. Renfrow
 B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Before me the undersigned, a Notary Public in and for the aforesaid county and
 state, personally appeared the within named W. S. Weems and
B. J. Renfrow, who acknowledged that they, as Senior Vice President
 and Assistant Vice President, respectively, of and for and on behalf and by authority
 of Bankers Trust Savings and Loan Association, a corporation organized and existing
 under the laws of the State of Mississippi, signed the above and foregoing instrument and
 affixed the corporate seal of said corporation herewith and delivered said instrument on
 the day and year therein mentioned.

Given under my hand and seal of office, this, the 26th day of December,
 1974.

My Commission Expires:
March 23, 1977

Nancy W. White
 Notary Public



M-120

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
55 minutes A.M. 31 day of Dec. 1974, and that the same has been
 recorded in Book 182 Page 340 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 31 day of Dec. 1974.

Fees \$ 2.50 pd.

SEAL

H. P. August
 CLERK

Paid, Satisfied and Cancelled

This 15 day of July 1975

Welford Van Bulke
Asst. Vice President

341

H. D. Fullington
C. W. Woolfolk, P.C.

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned _____

M. Merritt Powell and wife, Carroll E. Powell

hereinafter referred to as the Grantors (whether one or more), to and in favor of _____

E. L. Bourland

as Trustee, hereinafter referred to as the Trustee, for the benefit of _____

Citizens Bank, Coldwater, Mississippi

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of _____

Three thousand and no/100

Dollars (\$ 3,000.00), together with interest thereon from and after the 31 day

of December, 1974, at the rate of eight per centum

per annum, said principal and interest being due and payable as follows:

\$3,000.00 on their note of even date and like amount due August 1, 1975

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of eight per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentage of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of Sixty thousand 72 Dollars at the discretion of the Grantees during the year 1974 or 12 months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in _____

DeSoto County, Mississippi, to-wit:

Twenty-one acres in the Southwest quarter of the Southwest quarter of Section 21, Township 3, Range 7, described as beginning at a point 90 feet North of the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 21, Township 3, Range 7 in Walter Bolin's North line; thence North 5 degrees 30 minutes West 810 feet to the Southeast corner of the 8.9 acre tract conveyed by Mrs. Ruth Kahlor, Grantor, to Johnny D. Hefley, et ux, Grantees, on the 18th day of October, 1967 and recorded in Book 72, Page 154 in the Land Records of De Soto County, Mississippi; thence South 85 degrees 30 minutes West with said Hefley's South line 907 feet to the Southeast corner of the Ralph Kahlor 4 acre tract as recorded in Book 47, Page 167; thence South 5 degrees 30 minutes East 105 feet to a point; thence South 85 degrees 30 minutes West 420 feet to a point in the West line of said Section 21; thence South 5 degrees 30 minutes East with the Section line 471.7 feet to the Northwest corner of Martin's 2 acre tract as recorded in Book 57, Page 480; thence with Martin's North line North 84 degrees 15 minutes East 348.4 feet to an iron pin; thence South 5 degrees 30 minutes East 351.0 feet to an iron pin in Bolin's North line; thence with Bolin's North line North 85 degrees 30 minutes East 978.5 feet to the point of beginning. Containing 21 acres, more or less.

This is our homestead and the only home we have.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 31 day of December

19 74.

M. Meritt Powell

Carroll E. Powell

STATE OF Mississippi

COUNTY OF Tate

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named M. Meritt Powell or Carroll E. Powell

who acknowledged that They signed and delivered the foregoing deed of trust on the date thereof as their free and voluntary act and deed.

Given under my hand and official seal on this the 31 day of December



Florence Bryant
Title: Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 2 day of Jan 1975 and that the same has been recorded in Book 182 Page 341 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Jan 1975

4.00

Florence Bryant

ASSIGNMENT

FOR VALUE RECEIVED, I, G. B. Payne, do hereby transfer my one-half interest in a Note & Trust Deed dated August 23, 1973 in the amount of \$886,186.08 Executed by Citizens Savings Belleville LLC secured by a certain Trust Deed on land situated in Section I, Township 2, Range 6 of DeSoto County Mississippi appearing on Record in Real Estate Land Book No. 164 Page 461 in office of Chancery Court Clerk of DeSoto County Mississippi, do, by this instrument assign, transfer and set over my one-half interest to Janice C. Payne, Olive Branch, Mississippi.

WITNESS MY SIGNATURE this the 24 day of August 1974.

G. B. Payne
G. B. Payne

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named G. B. Payne, who acknowledged that he signed and delivered the above and foregoing Assignment on the day and date therein mentioned as his free and voluntary act and deed.

GIVEN UNDER MY HAND and official seal of office this the 24 day of Aug 1974.



Quentin M. Burtin (Quentin B. Jones)
Notary Public

My Commission Expires:
May 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A M. 2 day of Jan 1975 and that the same has been recorded in Book 182 Page 344 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of Jan 1975

Fees \$ 2.50 SEAL H. P. [Signature] CLERK

H. D. Ferguson
 CHANCERY CLERK

This Indenture, made by and between

Margaret S. Mahoney

party of the first part, Jack H. Patrick

party of the second part, as Trustee; and

Commercial & Industrial Bank

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

See attached Schedule A.

SCHEDULE A

PARCEL I:

Commencing at the Southeast corner of the Southwest Quarter of Section 20, Township 3 South, Range 7 West, DeSoto County, Mississippi, thence N 05°-30'-00" W-394.47 feet to an iron pin being the point of beginning and the southeast corner of said tract; thence S 84°-22'-39" W-1419.32' to an iron pin in the right-of-way of McIngvale Road; thence N 11°-04'-31" W-330.00' along said right-of-way to an iron pin; thence N-84°-22'-39" E-1451.38' to an iron pin; thence S 05°-30'-00" E-328.51' to an iron pin being the point of beginning, containing 10.82 acres more or less. All Bearings referenced to magnetic North.

PARCEL II:

Beginning at the Southeast Corner of the Southwest Quarter of Section 20, Township 3 South, Range 7 West, DeSoto County, Mississippi, being the southeast corner of said tract; thence S 06°-47'-18" W-1387.62' to an iron pin in the right-of-way of McIngvale Road; thence N 11°-04'-31" W-337.64' along said right-of-way to an iron pin; thence N 84°-22'-39" E-1419.32' to an iron pin; thence S 05°-30'-00" E-394-47' to an iron pin; being the point of beginning, containing 11.75 acres more or less. All bearings referenced to magnetic North.

PARCEL III:

Commencing at the Southeast corner of the Southwest Quarter of Section 20, Township 3 South, Range 7 West DeSoto County, Mississippi; thence North 05°-30'-99" West-1051.49' to an iron pin being the point of beginning and the Southeast corner of said tract; thence South 84°-22'-39" West 1483.44' to an iron pin in the right-of-way of McIngvale Road; thence North 11°-04'-31" West-330.00' along said right-of-way to an iron pin; thence North 84°-22'-39" East-1515.00' to an iron pin; thence South 05°-30'-00" East-328.51' to an iron pin being the point of beginning, containing 11.31 acres more or less. All bearings referenced to magnetic North.

PARCEL IV:

Commencing at the Southeast corner of the Southwest Quarter of Section 20, Township 3 South, Range 7 West De Soto County, Mississippi; thence North 05°-30'-00" West-722.98' to an iron pin being the point of beginning and the Southeast corner of said tract; thence South 84°-22'-39" West-1451.38' to an iron pin in the right-of-way of McIngvale Road; thence North 11°-04'-31" West-330.00' along said right-of-way to an iron pin; thence North 84°-22'-39" East-1483.44' to an iron pin; thence South 05°-30'-00" East-328.51' to an iron pin being the point of beginning, containing 11.07 acres more or less. All bearings referenced to magnetic North.

This conveyance is made in trust, however, to secure the payment of \$20,000.00, evidenced by the following promissory notes of even date herewith:

One principal note of even date for TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS payable to COMMERCIAL & INDUSTRIAL BANK on demand with interest at the maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 31st day of December, 1974

Margaret S. Mahoney
Margaret S. Mahoney

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Margaret S. Mahoney

who acknowledged that she signed and delivered the foregoing trust deed on the day and year therein mentioned as her
voluntary act and deed.

Given under my hand and seal this the 31 day of Dec 1974

[Signature]
Notary Public.

MY COMMISSION EXPIRES JAN. 9, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 2 day of Jan 1975 and that the same has been
recorded in Book 182 Page 345 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of Jan 1975

Fees \$ 5.00 pd.

SEAL

[Signature] CLERK



Divisional Office
100 North Main Bldg.
F.O. Box 3
Memphis, Tennessee 381
Phone: (901) 525-4

TRUST DEED

FROM

Margaret S. Mahoney

TO

Jack H. Patrick

FOR THE USE OF

Commercial & Industrial B

STATE OF MISSISSIPPI

County of DE SOTO

1. A.B. Ferguson Clerk

of the Chancery Court and ex-officio Recorder for the
County and State aforesaid, do hereby certify that the
within instrument of writing was filed for record in my
office on the 2 day of Jan

A.D. 1975 at 9:30 o'clock A.M., and has been
this day duly recorded in Trust Deed Record

Page

WITNESS my hand and official seal, this

day of

19

Clerk

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

[Handwritten notes]
Bell
500
Book 107
Memphis 38508 PM 0017

lot 2817, N

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK, Southaven, Mississippi of Southaven, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 23rd day of July, 1973, made and executed by GARY M. PATTERSON and wife, CHRISTINA W. PATTERSON, of Southaven, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 163, Page 245, of the Record of Trust Deeds, on the 30th day of July, 1973, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS my/our signature(s) this the 23 day of December, 1974.

FIRST NATIONAL BANK, Southaven, Mississippi

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority of law in and for the County and State aforesaid, the within named Jack W. Ussery, who acknowledged that he signed and delivered the above and foregoing instrument by the authority of and for and on behalf of the First National Bank, Southaven, Mississippi, as President of said bank for the purpose therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of December, 1974.

My Commission expires:



Bonnie J. Ingram
Bonnie J. Ingram
Notary Public
My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 35 minutes A.M. 2 day of Jan 1975 and that the same has been recorded in book 182 page 348 of the DEEDS RECORD OF REAL ESTATE TRUST DEEDS

FILED 2.50 2 day of Jan. 1975

Branch Memphis #90 No. Mos 180

October 3 1974

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, L. V. Jones And Lettie Mae Jones

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON Mississippi, hereinafter called Beneficiary, in the sum of Twenty three THOUSAND FOUR HUNDRED EIGHTY Dollars (\$23,418.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 430.10, the first of said installments being due and payable on the 5th day of JANUARY, 1975, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows:

One acre located in the Southwest Quarter off the Southwest Quarter off Section Eleven, Township Two South, Range Six West, Town of Olive Branch, DeSoto County, Mississippi described as follows: Beginning at the Northwest corner of the said Southwest Quarter of said Southwest Quarter of said Section Eleven and running East, along the fence line 650 feet to the point of beginning for the one acre herein described; thence around said one acre as follows: East 210 feet; thence South 210 feet; thence West 210 feet; thence North 210 feet to the point of beginning containing one acre more or less.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee, that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-350

REVISED

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 30 day of October, 1974
[Signature]
Witness *[Signature]* *[Signature]*

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19____.

SEAL

Notary Public
My Commission Expires

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John R. Franklin, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names L.V. Jones and Lettie Mae Jones husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III. (Trustee)

Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Lettie Mae Jones and L.V. Jones husband and wife.

GIVEN under my hand and official seal, this the 3rd day of October, 1974



STATE OF MISSISSIPPI, WISOTON COUNTY

I hereby certify that the within instrument was filed for recording at _____ o'clock

30 minutes of A. on the 30 day of Jan.

Book 182 Page 349

2 Jan.

4.00

591 PAGE 240
IS 7 DAY OF July 19 92
W.E. Albus

Real Estate 7 182
No 199 Page 94
This the 27 day of April 19 76

351

Chancery Clerk

by B. Cleveland, a Notary Public

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of December, 19 74, among the Grantor, Frankie E. Benton and wife, Virginia C. Benton

C. B. Henley (herein "Borrower"),
and the Beneficiary, Bailey Mortgage Company (herein "Trustee"),
organized and existing under the laws of the state of Mississippi, a corporation
161 East Amite Street, Jackson, Mississippi 39205, whose address is (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 14, Section "B", Holiday Hills Subdivision of Olive Branch, Mississippi, being part of the Blocker tract in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in the Chancery Clerk's Office, DeSoto County, Mississippi in Book 11, Pages 11 and 12.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Seventeen Thousand and No/100----- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Real Estate 7 12 Book
No 182 Page 636

This the 21 day of Jan. 19 75

H. B. Ferguson Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Frankie E. Benton
Frankie E. Benton —Borrower

Virginia C. Benton
Virginia C. Benton —Borrower

Lot 14, Section "B" Holiday Hills S/D

DeSoto County, Mississippi

Property Address

COUNTY SS:



Personally appeared before me, the undersigned authority in and for said County and State, the within named Frankie E. Benton and wife, Virginia C. Benton who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of December, A.D., 1974.

My Commission expires: 5-4-77

Thomas E. Gledhill
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and 30 minutes A.M. on day of Jan 1974 and that the name has been recorded in Book No.

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. on day of Jan 1974, and that the same has been recorded in Book No. 182 351 of said County.

5.00

Thomas E. Gledhill
Notary Public

CANCELLED BY AUTHORITY RECORDED IN BOOK

195 PAGE 513

THIS 30 DAY OF January 1975

20710
Original Release of this Instrument Recorded in

Book 183 Page 248

This 12 day of Feb 1975

355

W. B. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Richard A. Cook

To { DEED OF TRUST
Commercial and
Industrial Bank,
Memphis, Tenn.

THIS INDENTURE, Made this 31 day of December 1974
between Richard A. Cook

and Commercial & Industrial Bank, Memphis, Tennessee

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Seventy Thousand Dollars bearing

interest as provided in the note, evidenced by a promissory note of even date due and payable on demand, but if no demand is made, due in one year from date

and any further amount that the party of the second part may furnish the party of the first part during the year 1975 not to exceed Seventy Thousand Dollars

and the part Y of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Jack H. Patrick Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now has on hand, and all the crops of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

The land in DeSoto County, Mississippi, described as follows:

Lots 1,2,3,5,6,9,10,12,14,16,17,18,26,29,31,33,34,37, and 40 in Lakeview Village Subdivision, Sections A and B, as shown by the plats recorded in Plat Book 9 page 9 and Book 10 page 16 in the office of the Chancery Clerk of said County, in Section 23, Township 1, Range 9.

Second party agrees to release said lots upon payment to it of all of the selling price for each lot less \$5,000.00.

This deed of trust is second to the deed of trust to S. G. Cargest in Book 139 page 399.

First party is a non-resident of the State of Mississippi

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein before directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the due date thereof 1975 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness my signature the date written above Richard A. Cook

Tennessee, County of Shelby
STATE OF MISSISSIPPI, DE SOTO COUNTY
Personally appeared before me, a notary public
Richard A. Cook of said County, and within named

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 31 day of December 1974

BY COMMISSION EXPIRES JAN. 9, 1978
By Jack H. Starnett Notary Public XXXX D. C.

STATE OF MISSISSIPPI, DE SOTO COUNTY
of said County, this day personally requested the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 2 day of Jan 5 and that the same has been
182 355

2 Jan 1975
W. B. Ferguson

3.50

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by Shamrock Estates, Inc. to James W. Amos, Trustee for the undersigned beneficiary dated February 19, 1974 and recorded in Book 173, Page 146 do hereby release from the lien of said instrument the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

FILED

Lot 4, Shamrock Subdivision, Section 2, located in Section 16, Township 2 South, Range 5 West, DeSoto County, Mississippi and being more particularly described in plat recorded in Plat Book 13, Page 2412 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect.

The undersigned beneficiary of that certain deed of trust named above hereby authorizes the Chancery Clerk to make the appropriate marginal notation on the face of the lien instrument.

WITNESS MY SIGNATURE this the 30th day of December, 1974.

BANK OF MISSISSIPPI

BY: C. W. Kelly
C. W. Kelly, President and Branch Manager

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named C. W. Kelly, President and Branch Manager respectfully of the above named Bank of Mississippi, a Mississippi Corporation, who acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing partial release on the day and year therein mentioned as his free and voluntary act and for the purposes therein expressed.

GIVEN UNDER MY HAND and official seal this the 30th day of December,



My Commission Expires:

Dec 24, 1975

Linda C. Perry
Notary Public

30

A. 182 2

356

Jan 5

9

2

Jan

5

2.50

H.D. Ferguson
CHANCERY CLERK

Deed of Trust

To

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION

THIS DEED OF TRUST, Made and entered into this the 30th day of December, 1974
by and between REEVES-WILLIAMS, INC.

of the first part, hereinafter designated as the GRANTORS; Tom B. Scott, Jr.
Trustee of the second part, hereinafter designated as TRUSTEE; and Unifirst Federal Savings & Loan Assoc.
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Forty Three Thousand, Two Hundred and no/100----- DOLLARS
(\$ 43,200.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

The entire sum of principal and accrued interest shall be due and payable
one hundred eighty (180) days from the date hereof.

said note bearing interest from date at the rate of 12.50 per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
upon situated and thereunto belonging, lying and being situated in the City or Town of _____
District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Lot 3, Pleasant Hill Estates East Subdivision, Section "A" in
Section 7, Township 2, Range 6, DeSoto County, Mississippi,
as per plat thereof recorded in plat book 11, page 4-8, in the
office of the Chancery Clerk of DeSoto County, Mississippi.

In case the Grantors or its vendees of property herein conveyed, immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceeding be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against Grantors or its said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee then, and in either or such case, in the whole indebtedness secured hereby, may at its option of said beneficiaries or the holder of the indebtedness be declared due and payable.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purposes will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

ATTEST:

Hunter Brannon
Hunter Brannon, Secretary Treasurer

Reeves-Williams, Inc.

BY: *John A. Reeves*
John A. Reeves, President

BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., Vice President

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of _____, 19 _____

Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jon A. Reeves and Robert M. Williams, Jr.

who severally acknowledged that they are President and Vice President respectively of Reeves-Williams, Inc. a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 30th day of December, 19 74

Notary Public

My Commission expires 1-16-77



Trust
Court
as filed for
M., on
19
day of
Clerk
D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A.M. 2 day of Jan. 1975 and that the same has been recorded in Book 182 Page 357 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Jan. 1975

Fees \$ 5.00 pd.

SEAL

H. P. [Signature] CLERK

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16, 1972 executed by Wallace E. Johnson Enterprises, Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims as Trustee (s) for First National Bank of Memphis, Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 326, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said First National Bank of Memphis, Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 21st day of December, 19 74.

ATTEST:

David G. Williams, Trustee
David G. Williams, Trustee
Joseph S. Sims, Trustee
Joseph S. Sims, Trustee
STATE OF TENNESSEE

FIRST NATIONAL BANK OF MEMPHIS
By Nayle B. [Signature]

STATE OF TENNESSEE)
COUNTY OF SHELBY)

On this 21st day of December, 19 74, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David G. Williams & Joseph S. Sims, Trustees to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

[Notary Seal]
MY COMMISSION EXPIRES SEPT. 22, 1975
My commission expires: _____

Mary C. Utterback
Notary Public

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STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public, within and for said County and State at Memphis, duly commissioned and qualified, personally appeared Doyle W. Bradsher and BRENDA POWELL, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the VICE PRESIDENT and MORTGAGE OFFICER of The First National Bank of Memphis, the within named bargainer, a corporation and that they, as such VICE PRESIDENT and MORTGAGE OFFICER being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said Doyle W. Bradsher subscribing thereto the name of the corporation, by himself as such VICE PRESIDENT and by the said BRENDA POWELL affixing and attesting thereon the corporate seal.

Witness my hand and Notarial Seal at my office in said Shelby County, at Memphis, this 26th day of December, 1974.

My commission expires: SEPT. 27, 1976

Manuel C. Utterback
Notary Public

2.50 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
of 30 minutes A.M. 2 day of Jan, 1975, and that the same has been
recorded in Book 182 Page 361 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 2 day of Jan, 1975

Fees \$ 2.50 pd.

SEAL

H. P. [Signature]
CLERK

RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

CANCELLED BY AUTHORITY RECORDED IN BOOK

554 PAGE 145

THIS 11 DAY OF Sept. 1991

W. E. Davis by W. H. Maham
Chancery Clerk

Assignment of this Instrument Recorded in

Real Estate TID Book

No. 241 Page 354

This the 19 day of April 1979

H. S. Ferguson Clerk

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VA Form 28-6822 (Home Loan)
Revised December 1983. Use Op-
tional Section 1819, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118
MISSISSIPPI

DEED OF TRUST

D-24574-SR

THIS DEED OF TRUST, made and entered into this 12th day of DECEMBER, 1974,
by and between

CHARLES E. HINDS AND WIFE, DOROTHY B. HINDS

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of
post-office address at
Beneficiary:

NATIONAL MORTGAGE COMPANY
STATE OF TENNESSEE
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

, a corporation organized
, having its principal office and
, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 930, SECTION B, NORTH 1/4, DESOTO VILLAGE SUBDIVISION, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in plat book 8, pages 12-15, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the southeasterly line of Normandy cove 204.86 feet eastwardly from the point of intersection of said southeasterly line and the east line of Normandy Drive; thence northwardly 42.0 feet with the southeasterly line of Normandy Cove to a point, the southwest corner of lot 929; thence northeastwardly 136.51 feet with the southerly line of lot 929 to a point; thence southwardly 143.0 feet to a point, the northeast corner of lot 931; thence eastwardly 108.55 feet with the north line of lot 931 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED NOVEMBER 7, 1974.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-half of the annual flood insurance premium in the event the Holder of the indebtedness retains flood insurance and such sum is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be used in escrow with the responsibility of the Holder of the indebtedness for interest thereon, and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgage herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgage herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate TID
Book No. 506 Page 541
This 3rd day of May 1990
W. E. Davis
by W. H. Maham, Sec.
Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 182 Page 490
This the 14 day of Jan 1975
H. S. Ferguson Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY SIX THOUSAND TWO HUNDRED AND NO/100--- Dollars (\$ 26,200.00--), with interest from date at the rate of SEVEN AND 3/4----- per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED EIGHTY SEVEN & 85/100 Dollars (\$ 187.85---), commencing on the first day of FEBRUARY, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ---TEN--- per centum (10-- %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Charles E. Hinds

CHARLES E. HINDS

Dorothy B. Hinds

DOROTHY B. HINDS

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me *Lore Sunday*, the undersigned Notary public in and for said County, the within named CHARLES E. HINDS and DOROTHY B. HINDS, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 12th day of DECEMBER, 1974.

My Commission Expires Oct. 18, 1977



STATE OF MISSISSIPPI, DEKALB COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P.M. day of Jan. 1975 and that same has been
recorded in Book 182 363 of REAL ESTATE TRUST DEEDS

Fee 5.00

2 Jan 5

STATE County Clerk do hereby was filed 1975 Record on the Fee

Receipt of this instrument recorded in
Real Estate TID Book
 No. 190 Page 395
 This the 15 day of Sept. 1975
H. P. Ferguson Clerk

Assignment of this instrument recorded in
Real Estate TID Book
 No. 182 Page 680
 This the 23 day of Jan. 1975
H. P. Ferguson Clerk

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VA Form 25-5222 (Home Loan)
 Revised December 1968. Use Optional
 Section 1916, Title 38,
 U.S.C. Acceptable to Federal
 National Mortgage Association.

PREPARED BY
 MORRIS WHITMAN, ATTY.
 4041 Knight Arnold Road
 Memphis, Tenn. 38118

Assignment of this instrument recorded in
Real Estate TID Book
 No. 362 Page 726
 This the 25 day of April 1986
H. P. Ferguson Clerk
 PS

DEED OF TRUST

D-22683-SR

THIS DEED OF TRUST, made and entered into this 30th day of DECEMBER, 1974
 by and between

RICHARD A. FABISZAK AND WIFE, OLIVE K. FABISZAK

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
 post-office address at STATE OF TENNESSEE, having its principal office and
 Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 1185, SECTION F, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 9, pages 46-49, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 2, 1974.

ENDORSED BY AUTHORITY RECORDED IN BOOK
810 PAGE 546
 THIS 20th day of Jan. 1996
W. E. Davis
Chancery Clerk
By P. Stankovic

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and secure for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1955 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Assignment of this instrument recorded in
Real estate TID Book
 No. 501 Page 432
 This the 13 day of Mar 1990
W. E. Davis
 Chancery Clerk

Trustmark National
 Assignment of this instrument recorded in
Real Estate
 No. 454 Page 240
 This the 1 day of NOV 1988
W. E. Davis by K. L. O'K

Assignment of this instrument recorded in
Real estate TID Book
 No. 182 Page 530
 This the 15 day of Jan 1975
H. P. Ferguson Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY NINE THOUSAND NINE HUNDRED & NO/100--- Dollars (\$ 39,900.00---), with interest from date at the rate of EIGHT AND 1/4--- per centum (8-1/4- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of THREE HUNDRED AND 05/100--- Dollars (\$ 300.05---), commencing on the first day of FEBRUARY, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --TEN---- per centum (10--%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Richard A. Fabiszak
RICHARD A. FABISZAK

Olive K. Fabiszak
OLIVE K. FABISZAK

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me, the undersigned, in and for said County, the within named RICHARD A. FABISZAK and OLIVE K. FABISZAK, his wife, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 30th day of DECEMBER, 1974.

My Commission Expires July 9, 1975

M. Val...



STATE OF MISSISSIPPI, DEKALB COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30. 182. 367 Jan 5
5:10 2 Jan 5

SUBSTITUTION OF TRUSTEE

WHEREAS, on the 9th day of September, 1966, George C. Martin and wife, Georgann B. Martin, executed a Deed of Trust to Lomax B. Lamb, Jr. as Trustee, to secure a promissory note in the amount of Two Hundred and Three Thousand Dollars (\$203,000.00), payable to the order of Nicholas Gotten and Henry B. Gotten as beneficiaries, said note payable in fifteen annual installments beginning on the first day of January, 1968, all as fully set forth in said instrument, which is of record having been recorded in the Chancery Court Clerk's office for Desoto County, Mississippi, in Book 91 at Page 443, to which reference is here made, and

WHEREAS, said Deed of Trust expressly provides that the holders of the note thereby secured are empowered to replace the Trustee therein named and to appoint a successor trustee by the execution of an instrument to that effect, and

WHEREAS, the undersigned parties declare themselves to be the owners and holders of said note so secured by said Deed of Trust,

NOW, THEREFORE, the undersigned parties exercising their authority as such owners and holders, do by these presents, nominate and appoint William M. Gotten as Successor Trustee, and he is hereby vested with all the rights, powers and privileges of the original trustee named in said Deed of Trust.

IN WITNESS WHEREOF, Nicholas Gotten and Henry B. Gotten have executed this instrument, this 6 day of January, 1975.



Nicholas Gotten



Henry B. Gotten

Faint, illegible text at the top of the page.

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Nicholas Gotten, to me known to be the person described in and who executed the foregoing instrument acknowledging that he did so as his own free act and deed.

Witness my hand and notarial seal at office, this 6 day of January, 1975.

[Signature]
Notary Public
1-9-75

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Henry B. Gotten, to me known to be the person described in and who executed the foregoing instrument acknowledging that he did so as his own free act and deed.

Witness my hand and notarial seal at office, this 6 day of January, 1975.

[Signature]
Notary Public
1-9-75

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 371 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Jan. 1975.

Fees \$ 3.00 pd.

[Signature] CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 241 Page 354
This the 19 day of April 19 79

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 182 Page 569
This the 17 day of Jan 19 75

373

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tennessee 38118
This form is used in connection
with deeds of trust which comply with
the one- to four-family provisions
of the National Housing Act.

D-35009-SR
THIS DEED OF TRUST, made and entered into this 31st day of DECEMBER, 1974
by and between

J. G. Ferguson
H. D. Ferguson
hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 1244, SECTION C, SOUTH, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 10, pages 2-8, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the west line of Forest Gate Road 90 feet northwardly from the point of intersection of said west line and the north line of Fair Meadow Cove West; thence northwardly 69 feet with the west line of Forest Gate Road to a chisel mark in the southeast corner of lot 1243; thence westwardly 125 feet with the south line of lot 1243 to a wooden stake; thence southwardly 34 feet to a wooden stake; thence southeastwardly 38.08 feet to a point, the northwest corner of lot 1245; thence eastwardly 110 feet with the north line of lot 1245 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 18, 1974.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND
ONE HUNDRED FIFTY AND NO/100 Dollars (\$ 24,150.00), with interest from date
at the rate of SEVEN AND 3/4 per centum (7-3/4 %) per annum on the balance remaining from
time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED SEVENTY
THREE AND 16/100 Dollars (\$ 173.16), commencing on the first day of
FEBRUARY, 1975, and on the first day of each month thereafter until principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on
the first day of JANUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1795 PAGE 110
11 DAY OF Aug 2003
W E Acord
CHANCERY CLERK
J. S. Clifton

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Charles Winford Joyner
CHARLES WINFORD JOYNER

Doris Florine Joyner
DORIS FLORINE JOYNER

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY

Personally appeared before me How Landay, the undersigned Notary public in and for the said County, the within named CHARLES WINFORD JOYNER and DORIS FLORINE JOYNER, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 31st day of DECEMBER

My Commission Expires Oct. 18, 1977

How Landay
Notary Public
1974

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 2 day of Jan. 1975, and that the same has been recorded in Book 182 Page 373 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan. 1975.
Fees \$ 5.00 pd.

SEN. *H. P. Ferguson*, CLERK

376

CANCELLED BY AUTHORITY RECORDED IN COURT

1955 PAGE 686
THIS 3 DAY OF Feb 76
H. J. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between CARL GARGANO

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eight thousand dollars and no/100 ----- DOLLARS (\$ 8,000.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Principal and interest shall be due in its entirety on or before the 10th day of June, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 32, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 3, Page 55-57 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of December 1974.

Carl Gargano
CARL GARGANO

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named



CARL GARGANO who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of December, 1974.

My Commission Expires: My Commission Expires Jan. 18, 1977

Edmy M. Soften
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 3 day of Jan. 1975, and that the same has been recorded in Book 182 Page 376

5.00

7 Jan. *Carl Gargano*

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between ROBERT S. CURBO

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seven thousand eight hundred dollars and no/100 -----DOLLARS (\$ 7,800.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Principal and interest shall be due in its entirety on or before the 10th day of June, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 30, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Page 22-53 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of December, 19 74.

Robert S. Curbo
ROBERT S. CURBO

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

ROBERT S. CURBO

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of December, 19 74.

My Commission Expires: My Commission Expires Jan. 18, 1977

Henry M. Poff
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 3 day of Jan. 1975, and that the same has been recorded in Book 182 Page 379 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fee \$5.00

H. P. Ferguson

J. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JOHNNY A. WALLACE

of the first part, hereinafter designated as the Grantor,

James W. Amos

Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seven thousand eight hundred three dollars and no/100 -----DOLLARS (\$ 7,803.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Principal and interest shall be due in its entirety on or before the 10th day of June, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 33, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Page 50-53 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of December, 19 74.

Johnny A. Wallace
JOHNNY A. WALLACE

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named



JOHNNY A. WALLACE who severally acknowledged that HE

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of December, 19 74.

My Commission Expires 11 Jan 1977 *Henry M. Saffin*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 3 day of Jan. 1975, and that the same has been recorded in Book 182 Page 382

5.00

W. H. Ferguson

H. B. Youngblood

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JAMES E. YOUNGBLOOD

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seven thousand eight hundred dollars and no/100 -----DOLLARS (\$ 7,800.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Principal and interest shall be due in its entirety on or before the 10th day of June, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 35, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 15, Page 50-53 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform such, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

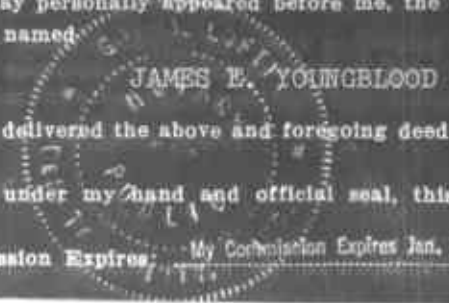
Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of December 1974.

James E. Youngblood
JAMES E. YOUNGBLOOD

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named



who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of December, 1974.

My Commission Expires: My Commission Expires Jan. 13, 1977

Ray M. Safter
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. of Jan. 1975, and that the same has been recorded in Book 182 Page 385 of said County.

5.00

H. P. Ferguson
Jan. 1975

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 147896

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by T. F. Owings and Yentle P. Owings on August 2, 1955, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 3,200.00, which said deed of trust is of record in Deed of Trust Book 46, Page 562, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 30th day of December, 1974.

THE FEDERAL LAND BANK OF NEW ORLEANS

By: [Signature]
Its Vice President

(SEAL)

ATTEST:

By: [Signature]
Its: (Secretary)
(Assistant Secretary)

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared H. Keith Waddell and James L. Dailey who acknowledged that as Vice President and Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 30th day of December, 1974.

(SEAL) SEAL

[Signature]
Notary Public

My commission expires at death.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 3 day of Jan. 1975, and that the same has been recorded in Book 182 Page 388 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$2.50

[Signature]
CLERK

This Indenture, made by and between Earl Rixie

party of the first part; Robert G. Gilder
Danny M. Owens

party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 385, in BROOK HOLLOW WEST Subdivision, on Section 34, Township 1 South, Range 8 West, as shown on the plat recorded in Plat Book 8, Page 3, in the Office of the Chancery Clerk of said County, known as 6145 Martha Ann Lane.

This conveyance is made in trust, however, to secure the payment of \$ 1,900.00, evidenced by the following promissory notes of even date herewith: an installment note for \$1,900.00 and payable in installments as follows:

One Hundred Dollars (\$100.00) to be due and payable on or before February 1, 1975, and a like installment to be due and payable on the same date of each of the succeeding eighteen months, making the final payment to be due and payable on or before August 1, 1976.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do so, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 31st day of December, 19 74.

Earl Rixie
EARL RIXIE

390

STATE OF Mississippi
COUNTY OF De Soto } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

EARL RIXIE

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand and seal this the 31st day of December

D. Russell Jones, Jr.



My commission expires: My Commission Expires Nov. 2, 1977

3.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 3 day of Jan 1975, and that the same has been recorded in Book 182 Page 389 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

BILLY JOE LOVETT,

to C. B. HENLEY, Trustee, for the benefit of Bailey Mortgage Company, dated November 13th, 1974, securing a note in the sum of \$ 25,600.00 recorded in Book 569, Page 4, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd day of January, 19 75.

BAILEY MORTGAGE COMPANY

William Cook
William Cook
Vice President



STATE OF MISSISSIPPI
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM COOK, who acknowledged to me that he is VICE PRESIDENT of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 2nd day of January, 19 75.

Margaret D. ...
NOTARY PUBLIC
My Commission Expires Feb. 22, 1978



BMC-14

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the above instrument was filed for recording 11 o'clock Jan 1975, and that the same has been recorded in Book 569 Page 4 of the office of the Chancery Clerk of DeSoto County, Mississippi.

30

A. 182 3

392

Jan

2.50

H. P. Ferguson
Jan

RECORDED BY AUTHORITY RECORDED IN
312 PAGE 196
8 DAY OF Mar. 19 84
H. A. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T. D. Book
No. 184 646
This the 14 day of April 19 75
H. A. Ferguson Clerk

393

VA Form 26-4222 (Home Loan)
Revised December 1962. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of November, 19 74,
by and between Glenn William Spears and wife, Alva Darlene Spears

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and

Wortman & Mann, Inc., a corporation organized
and existing under the laws of The State of Mississippi, having its principal office and
post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the
Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 239, Section C, Twin Lakes Subdivision, lying in Section 6, Township 2 South,
Range 8 West, as recorded in Plat Book 8, Pages 41, 42 & 43 in the office of the
Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made
for a more particular description.

The funds derived from the indebtedness secured by this Deed of Trust have been
entirely used to pay the seller all or part of the purchase price of the property
described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the
loan secured by this mortgage under the provisions of the Servicemen's Readjustment
Act of 1944, as amended, in the full amount committed upon by the Veterans
Administration, within sixty days from the date the loan would normally become
eligible for such guaranty, the mortgagee herein may, at its option, declare
all sums secured by this mortgage immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

ncs

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-One Thousand and No/100-----Dollars (\$ 31,000.00), with interest from date at the rate of Nine & One-Half per centum ($9\frac{1}{2}\%$) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixty and 71/100-Dollars (\$ 260.71), commencing on the first day of January, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 2004.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Glenn William Spears
Glenn William Spears

Alva Darlene Spears

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } as:

Personally appeared before me in and for said County, the within named Darlene Spears, the undersigned authority Glenn William Spears and his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of November, 1974

D. R. ...
Notary Public
My Commission Expires Nov. 2, 1977
My Commission Expires:

GILDER AND JONES, P.C.
LAWYERS
6100 Milbranch Rd.
P. O. Box 55
Southaven, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
10 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 393 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$5.00

H. P. Ferguson
CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. ss.

KNOW ALL MEN BY THESE PRESENTS: That PEOPLES BANK & TRUST
of OLIVE BRANCH, MS the beneficiary, does hereby certify that a certain trust deed
bearing date the 26TH day of NOVEMBER 1973, made and executed by ALBERT L. STEWART
AND WIFE LENNIE D. STEWART of OLIVE BRANCH, MS to PEOPLES BANK & TRUST
the above named beneficiary, and recorded in the office of the Chancery Clerk of DESOTO
County, in the State of Mississippi in LAND Trust Deed Record No 169 on page 567
of the Record of Trust Deeds, on the 31ST day of DECEMBER, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DESOTO
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

PEOPLES BANK & TRUST
William W. Kerr
WILLIAM W. KERR, PRESIDENT

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority WILLIAM W. KERR
in and for County and State aforesaid, JANICE P. MCINTOSH, A NOTARY PUBLIC who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 31ST day of DECEMBER, A. D. 1974

My Commission Expires June 25, 1978

Janice P. McIntosh
Notary Public



LAWRENCE-GREENWOOD 87A**

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no minutes P. M. 3 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 397 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

431, 482, 483, 413, 414, 429, 431, 444, 445, 462, 463, 464, 466, 206, 207, 208, 209, 210, 211, 212, 213, 216

205, 455, 465, 484

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 187 Page 348
This 30 day of June 1975
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T10 Book
No. 188 Page 223
This 24 day of July 1976
H. S. Ferguson Clerk

398

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between _____

WORTMAN & MANN, INC., a Mississippi Corporation, acting by and through its duly and legally authorized officer, G. L. OATES, President - Mortgage Loan Division,

of the first part, hereinafter designated as the Grantor, _____

TOM B. SCOTT, JR. _____ Trustee, of the second part, hereinafter designated as Trustee, and

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the Laws of the United States of America _____

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWO MILLION, ONE HUNDRED THOUSAND AND NO/100 _____ DOLLARS

(\$ 2,100,000.00) evidenced by its promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of _____ percentum per annum of _____

XXXXXXXXXXXXXXXXXX, providing for the payment of attorney's fees in case of default and being due Three (3) years from the date of this Deed of Trust, the entire and payable as follows, to-wit: principal sum remaining unpaid, together with interest thereon shall be due and payable in full. Interest only at a rate equal to one and one-quarter percentum per annum above and in excess of the prime rate of interest established by First National City Bank of New York, New York, shall be payable in monthly installments commencing on the first day of February 1, 1975 and continuing on the first day of each and every calendar month thereafter until and including the date when the entire principal amount remaining unpaid shall be due and payable in full as hereinafter provided. As used herein, the term "prime rate" shall be defined as the rate of interest charged by First National City Bank of New York to its most credit-worthy corporate borrowers for short-term, unsecured loans.

In the event of change or fluctuation in the prime rate charged by said Bank, the interest rate applicable under this deed of trust shall be adjusted to reflect such change or fluctuation, and the rate of interest for each month shall be the prime rate charged by said Bank on the last day of the immediately preceding calendar month, plus one and one-quarter percentum per annum as aforesaid.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the _____

COUNTY OF DeSOTO, Olive Branch _____ State of Mississippi, and more particularly described as follows, to-wit:

Lots One (1) through One hundred forty-seven (147), inclusive, EASTOVER SUBDIVISION, SECTION "A", a subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at Pages 32 through 35, reference to which is hereby made.

Lots Two Hundred One (201) through Three Hundred seventy-nine (379), inclusive, EASTOVER SUBDIVISION, SECTION "B", a subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at pages 36 through 38, reference to which is hereby made.

CONTINUED

Copyright Mississippi Bankers Association

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 187 Page 348
This 15 day of Aug 1975
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 191 Page 59
This 29 day of Sept 1975
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 193 Page 232
This 19 day of Nov 1975
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 183 Page 159
This 5 day of Jan 1976
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 183 Page 183
This 17 day of Sept 1976
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 190 Page 207
This 9 day of Sept 1976
H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 198 Page 673
This 21 day of April 1976
H. S. Ferguson Clerk

Leaf 356
Partial Release of this Instrument Recorded in
Real Estate T10
No. 208 Page 178
This 28 day of July 1977

Leaf 351
Partial Release of this Instrument Recorded in
Real Estate T10
No. 204 Page 454
This 28 day of August 1976

Leaf 281
Partial Release of this Instrument Recorded in
Real Estate T10
No. 204 Page 47
This 17 day of August 1976

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inclusive,
Lots Four Hundred One (401) through Four Hundred Eighty-four (484), EASTOVER SUBDIVISION,
SECTION "C", a subdivision, according to the map or plat thereof on file and of record in
the office of the Dhancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book
12 at Pages 39 through 40, reference to which is hereby made. *Abas lots located in*
Section 29, Township 1 South, Range 6 West.

It is understood and agreed that upon payment to the Beneficiary herein of the sum of
\$6,075.00 (\$6,000.00 of which is to be applied to the loan balance and \$75.00 of which
is to be retained by Unifirst Federal Savings and Loan Association as release processing
fee), that any lot may be released from the lien of this deed of trust. The beneficiary
herein appoints the Trustee named herein as its Agent and Attorney for the purpose of releas-
ing said lots from the lien of the deed of trust.

It is agreed and understood that the Grantor will begin development of the hereinafter
described property as a subdivision for home sites on or before March 31, 1975
and if the Grantor should fail to commence such development by March 31, 1975,
then this shall constitute a default under the terms of this deed of trust and the
Trustee shall act as in other default set forth herein.

In case the Grantor or either of them, or their vendees of the property herein conveyed,
immediate or remote, should become insolvent, or apply to a bankruptcy court to be
adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary
bankruptcy, or should any proceedings be taken against the grantors, or their said vendees,
immediate or remote, or either of them, looking to the appointment of a receiver, assigns,
or trustee, then, and in either or any such case, the whole indebtedness hereby secured
may, at the option of the said beneficiary, or any holder of the indebtedness, be declared
due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or here-
after, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on
the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and
other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and
all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and se-
cured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred
by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for
insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items ex-
pended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and
demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be
null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes
secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment
when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is
made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all
interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the
owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or
his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the
note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid
then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888
of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or
purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation,
then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer
thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county,
the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part
of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale;
and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security;
then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their ma-
turity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives,
agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended
to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be bind-
ing upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of
the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to
the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole
judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is
intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or con-
tingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any
time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the
same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Real Estate T10
No. 205 Page 307
This 27 day of Oct 1976
N. L. Ferguson Clerk

Real Estate T10
No. 205 Page 549
This 4th day of Nov 1976
H. L. Ferguson Clerk

Real Estate T10
No. 206 Page 191
This 30 day of Nov 1976
H. L. Ferguson Clerk

Real Estate T10
No. 207 Page 660
This 19 day of Jan 1977
H. L. Ferguson Clerk

Real Estate T10
No. 208 Page 349
This 11 day of Feb 1977
H. L. Ferguson Clerk

Leaf 457
Partial Release of this Instrument Recorded in
Real Estate T10
No. 208 Page 749
This 25 day of July 1977
H. L. Ferguson Clerk

Leaf 282
Partial Release of this Instrument Recorded in
Real Estate T10
No. 208 Page 349
This 11 day of Feb 1977
H. L. Ferguson Clerk

400
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 210 Page 110
This 27 day of April 19 77

357
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 210 Page 109
This 27 day of April 19 77

358
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 210 Page 108
This 27 day of April 19 77

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 31st day of December 19 74

WORTMAN & MANN, INC.

BY: *[Signature]*
G. L. Oates, President - Mortgage Loan Division

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 15 day of June 1977

My Commission Expires: _____
Notary Public

SEE ACKNOWLEDGMENT ON BACK

349
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 211 Page 324
This 10 day of May 19 77

266
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 211 Page 342
This 10 day of May 19 77

446
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 212 Page 616
This the 15 day of June 19 77

219
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 212 Page 543
This the 16 day of June 19 77

261
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 213 Page 112
This 25 day of June 19 77
H. D. Ferguson Clerk

100, 277, 279, 342, 343, 344
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 214 Page 671
This the 15 day of Aug 19 77
H. D. Ferguson Clerk

246
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 246 Page 197
This 23 day of July 19 77
H. D. Ferguson Clerk

Lot 147
Partial Release of this Instrument Recorded in
Real Estate 7D Book
No. 256 Page 708
This 19 day of March 19 80
H. D. Ferguson Clerk

Lot 355
Partial Release of this Instrument Recorded in
Real Estate 7D Book
No. 256 Page 710
This 19 day of March 19 80
H. D. Ferguson Clerk

Lot 62
Partial Release of this Instrument Recorded in
Real Estate 7D Book
No. 256 Page 709
This 19 day of March 19 80
H. D. Ferguson Clerk

Lot 91
Partial Release of this Instrument Recorded in
Real Estate 7D Book
No. 258 Page 489
This 5 day of May 19 80
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
269 PAGE 700
THIS 26 DAY OF Feb. 19 81
H. D. Ferguson
CHANCERY CLERK

Lot 242, Sec. B., Eastover 51D
Partial Release of this Instrument Recorded in
Real Estate 7D Book
No. 269 Page 699
This 26 day of Feb. 19 81
H. D. Ferguson Clerk

401-A

Set 230
PARTIAL Release of this Instrument Recorded in
Real Estate TID Book
No. 214 Page 678
This the 16 day of Aug 1977
H. S. Ferguson Clerk

Set 219, 282
PARTIAL Release of this Instrument Recorded in
Real Estate TID Book
No. 215 Page 626
This 13 day of Sept. 1977
H. S. Ferguson Clerk

Set 471
PARTIAL Release of this Instrument Recorded in
Real Estate TID Book
No. 216 Page 217
This 27 day of Sept 1977
H. S. Ferguson Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

G. L. OATES, President - Mortgage Loan Division of Wortman & Mann, Inc.,
a Mississippi Corporation,
respectively of the above named

corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.



Given under my hand and official seal of office, this the 31st day of December 1974

Delores Ann Hickman
Notary Public

My Commission Expires July 12, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 398 records of REAL ESTATE TRUST DEEDS
of said County.

Set 147
Partial Release of this Instrument Recorded in
Real Estate Trust Deed Book
No. 245 Page 191
This 2 day of July 1979
H. S. Ferguson Clerk

Set 251
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 251 Page 129
This 26 day of Oct 1979
H. S. Ferguson Clerk

Set 73
Partial Release of this Instrument Recorded in
Real Estate Book
No. 230 Page 519
This 7 day of Sept 1978
H. S. Ferguson Clerk

Set 411
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 220 Page 404
This 6 day of Jan 1978
H. S. Ferguson Clerk

Set 230
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 216 Page 460
This 30 day of Sept 1977
H. S. Ferguson Clerk

Set 237
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 227 Page 417
This 4 day of Dec 1978
H. S. Ferguson Clerk

Set 434
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 220 Page 405
This 6 day of Jan 1978
H. S. Ferguson Clerk

Set 321
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 217 Page 382
This 24 day of Oct 1977
H. S. Ferguson Clerk

Set 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Set 410
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 220 Page 404
This 6 day of Jan 1978
H. S. Ferguson Clerk

Set 218
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 218 Page 841
This 30 day of Nov 1977
H. S. Ferguson Clerk

Set 236
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 236 Page 225
This 10 day of Jan 1978
H. S. Ferguson Clerk

Set 223
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 225 Page 375
This 18 day of May 1978
H. S. Ferguson Clerk

Set 225
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 225 Page 170
This 11 day of May 1978
H. S. Ferguson Clerk

Set 238
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 238 Page 516
This 26 day of Feb 1979
H. S. Ferguson Clerk

Set 229
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 229 Page 624
This 21 day of August 1978
H. S. Ferguson Clerk

Set 226
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 226 Page 122
This 2 day of June 1978
H. S. Ferguson Clerk

Set 243
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 243 Page 512
This 5 day of June 1979
H. S. Ferguson Clerk

Set 243
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 243 Page 553
This 5 day of June 1979
H. S. Ferguson Clerk

402

This Instrument Prepared by:

Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss. 38671

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3	1	3	3	0	6	2	4	1
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- To Complete
Real Estate Set
Enter
1. Terminal Address
 2. Operator Identification
 3. Transaction Code
 4. Account Number

DEED OF TRUST

Lender - Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO. 30624-1	DUE 26	PREVIOUS ACCOUNT NO.	SECURITY HOME-SEC-RE	LOAN DATE 12-20-74
NAME (Borrower/Grantor)		SPOUSE		FINANCE CHARGE
DOUGLAS R STARNES		CHARLOTTE E		3293.46
996 CEDARWOOD COVE		CASH ADVANCE		OFFICIAL FEES
SOUTHAVEN MISS 38671		10020.04		6.50
ANNUAL PERCENTAGE RATE		INSURANCE PREMIUMS		TOTAL OF PAYMENTS
19.16%		PHYSICAL DAMAGE NONE CREDIT LIFE 180.00 CREDIT DISABILITY NONE		13500.00
SOUTHAVEN MISS 38671		NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE		AMOUNT FINANCED
19.16%		OF \$ 375.00 AND 35** 375.00		10206.54
SOUTHAVEN MISS 38671		FIRST PAYMENT DUE		FINAL PAYMENT DUE
SOUTHAVEN MISS 38671		1-26-75		512-26-77
SOUTHAVEN MISS 38671		OTHERS DUE SAME DAY EACH MONTH		
SOUTHAVEN MISS 38671		EARLY RENEVAL CREDIT		

WHEREAS, the undersigned Grantor, Douglas R. & Wife Charlotte E. Starnes

whose address is 996 Cedarwood Cove Southaven DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills & Ford Motor Credit Co., Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the DeSoto County State of Mississippi, and described as follows, to wit:

Lot 1753, Section G. of Southaven West Subdivision of Section 22, Township 1 South, Range 8 West, as shown on revised plat of said Subdivision which is recorded in Plat Book 3, Pages 31 and 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
216 PAGE 531
DECS 4 DAY OF Oct 1979

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.
2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.
3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.
4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.
5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.
6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.
7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.
8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.
9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.
10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

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11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 20 day of Dec

Douglas R. Starnes
Miss Charlotte E. Starnes

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Douglas R. Starnes & Charlotte E. Starnes

who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal this 20th day of Dec, 1974.

My commission expires:

My Commission Expires September 2, 1973

D. H. Ferguson
NOTARY PUBLIC
MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 402 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan, 1975.

Fees: \$ 4.50

H. P. Ferguson CLERK

405
 CANCELLED BY AUTHORITY RECORDED IN BOOK
 205 PAGE 436
 THE 3 DAY OF Nov. 1976
 H. H. Ferguson
 CHANCERY CLERK

This Instrument Prepared by

Ford Motor Credit Co.
 1274 Stateline Rd.
 Southaven, Miss. 38671

↓
 31#3306217

- To Complete Real Estate Set Enter
1. Terminal Address
 2. Operator Identification
 3. Transaction Code
 4. Account Number

DEED OF TRUST

Lender - Beneficiary
 FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO. 00621-7	DUE 26	PREVIOUS ACCOUNT NO.	SECURITY HOME-SEC-RE	LOAN DATE 2-19-74
NAME (BORROWER) (GRANTOR)		SPOUSE	FINANCE CHARGE	OFFICIAL FEES
LEE V HAMBERLIN		EONE C	\$389.55	6.50
RT 2 BOX 198		CASH ADVANCE	INSURANCE PREMIUM	TOTAL OF PAYMENTS
NESBITT MISS 38657		4519.15	NONE 244.80 NONE	8160.00
ANNUAL PERCENTAGE RATE		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$136.00 AND 59 x \$136.00	AMOUNT FINANCED	4770.45
23.55%		EARLY PAYMENT CREDIT	FIRST PAYMENT DUE	12-26-79
TITLE EXAMINATION FEE		OTHERS DUE SAME DAY EACH MONTH	FINAL PAYMENT DUE	12-26-79
APPRAISAL FEE				
THE INSURANCE PREMIUM				
BORROWER'S INSURANCE PREMIUM				

WHEREAS, the undersigned Grantor, Lee V Hamberlin and wife Eone C. Hamberlin
 whose address is Rt. 2 Box 198 Nesbitt DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Stills, Ford Motor Credit Co. Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the DeSoto County State of Mississippi, and described as follows, to-wit:

10 acres, lying and being situated in the Northwest Quarter of Section 32, Township 2, Range 8 West, described as beginning at a point in the East Right of Way of Fogg Road (as re-located) 1240 feet South of the Northwest Corner of said Section 32; thence North 85 degrees 30 minutes East a distance of 800.0 feet to a point; thence South 4 degrees 30 minutes East 544.5 feet to a point; thence South 85 degrees 30 minutes West, a distance of 800.0 feet to a point; thence North 4 degrees 30 minutes West a distance of 544.5 feet to the point of beginning. All Bearings being magnetic.

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time; and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment or premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the _____ day of _____, 19____

Lee V. Hamberlin
Eone C. Hamberlin

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Lee V. Hamberlin & Eone C. Hamberlin

who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal this 19th day of December, 1974.

My commission expires:

9/1/77



All Property Taxes to be paid by

Lee V. & Eone C. Hamberlin
Rt. 2 Box 198
Nesbitt, Miss. 38657

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 6 day of Jan, 1975, and that the same has been recorded in Book 182 Page 405 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan, 1975.

Fees \$4.50 pd.

SEAL *H. P. Ferguson* CLFV

MODIFICATION AGREEMENT TO DEED OF TRUST

WHEREAS, on August 24, 1973, Edward Patrick Gartland, Jr. and wife, Hannelore B. Gartland executed and delivered to George S. Sanders, Jr., Trustee for Colonial Savings & Loan, a Corporation organized and existing under the Laws of the State of Mississippi, a note for the sum of Thirty Five Thousand Dollars (\$35,000) secured by a deed of trust of even date therewith recorded in Land Trust Deed Book 164, Page 570, Land Trust Deed Records, DeSoto County, Mississippi covering property in the unincorporated village of Maywood, DeSoto County, Mississippi, same being more fully described in said deed of trust; and

WHEREAS, said note and said deed of trust was assigned to Bankers Trust Savings & Loan Association by instrument dated December 17, 1973 recorded in Book 171, Page 444, Land Trust Deed Records, DeSoto County, Mississippi; and

WHEREAS, said note and deed of trust were subsequently assigned to Hancock Bank Security Corporation by instrument dated March 19, 1974 recorded in Book 173, Page 90, Land Trust Deed Records, DeSoto County, Mississippi; and

WHEREAS, said note and deed of trust were subsequently assigned by Hancock Bank Security Corporation to Franklin Savings Bank of New York by instrument dated March 22, 1974 and recorded in Book 173, Page 115, Land Trust Deed Records, DeSoto County, Mississippi; and

WHEREAS, an error was made in the description of property covered by said deed of trust; and

WHEREAS, the description of property in said deed of trust has been corrected and said changes have been initialed by Edward Patrick Gartland, Jr., and wife, Hannelore B. Gartland, and said deed of trust has been re-recorded with the property secured thereby, now being properly described;

NOW THEREFORE, said Edward Patrick Gartland, Jr. and wife, Hannelore B. Gartland do hereby agree that the corrected deed of trust as recorded, describing the property therein is true and correct and is properly secured by said deed of trust and by virtue of the execution of this instrument by the said Edward Patrick Gartland, Jr. and wife, Hannelore B. Gartland, they do hereby confirm and ratify the re-recorded correct deed of trust with said description contained in same, being corrected and the said George S. Sanders, Jr., Trustee on the original deed of trust does hereby execute this instrument to show his consent and affirmation to said corrected deed of trust, being recorded with said description being corrected in same.

The said Edward Patrick Gartland, Jr. and wife, Hannelore B. Gartland do hereby agree that said deed of trust shall continue to be a first lien with all the premises covered by said deed of trust as re-recorded and shall remain in full force with all its covenants, conditions, required payments and pre-payment privileges as stated therein.

WITNESS THE SIGNATURES of the parties hereto this the 6th day of December, 1974.

Edward Patrick Gartland, Jr.
Edward Patrick Gartland, Jr.

Hannelore B. Gartland
Hannelore B. Gartland

George S. Sanders, Trustee
George S. Sanders, Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Edward Patrick Gartland, Jr. and wife, Hannelore B. Gartland and George S. Sanders, Trustee, who acknowledged that they signed and delivered the above and foregoing modification agreement on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 6th day of December,

[Signature]
Notary Public



My Commission Expires: 5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 408 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson CLERK

410

CANCELLED BY AUTHORITY RESERVED
188 PAGE 254
THIS 25 DAY OF July 25
H. H. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between -----
-----REEVES-WILLIAMS, INC.-----
of the first part, hereinafter designated as the Grantor, -----
Stuart Robinson----- Trustee, of the second part, hereinafter designated as Trustee, and
-----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----
----- of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-SIX THOUSAND TWO HUNDRED AND NO/100----- DOLLARS
(\$ 26,200.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of twelve per centum per ----- annum after
--date-----, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The entire sum of principal and accrued interest shall be due and
payable one hundred eighty (180) days from the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

-----County of DeSoto-----
State of Mississippi, and more particularly described as follows, to-wit:

Lot 982, Section "E" Greenbrook Subdivision, in Section 19, Township
1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages
44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of Dec. 19 74.

REEVES-WILLIAMS, INC.
 By: *Robert M. Williams, Jr.*
 Robert M. Williams, Jr., Vice Pres.
 By: *G. Hunter Brannon*
 G. Hunter Brannon, Sec.-Treas.

STATE OF MISSISSIPPI,
 COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 _____

My Commission Expires: _____
 Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the Jurisdiction aforesaid,
Robert M. Williams, Jr. and G. Hunter Brannon, who stated that they
are the Vice President and Secretary-----

respectively of the above named -----Reeves-Williams, Inc.-----
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and de-
livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said
corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 27th day of ---December--- 19 74.

Joyce D. Jones
Notary Public
My Commission Expires: *7-16-76*

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A.M. 6 day of Jan, 1975, and that the same has been
recorded in Book 182 Page 410 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

714

189 PAGE 205
13 DAY OF August 1975
H. J. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between -----

-----REEVES-WILLIAMS, INC.-----

of the first part, hereinafter designated as the Grantor, -----

Stuart Robinson----- Trustee, of the second part, hereinafter designated as Trustee, and

-----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----

----- of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100----- DOLLARS
(\$ 24,800.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of twelve per centum per ----- annum after
date-----, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The entire sum of principal and accrued interest shall be due and payable one hundred eighty (180) days from the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

-----County of DeSoto-----

State of Mississippi, and more particularly described as follows, to-wit:

Lot 981, Section "E" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44 and 45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary thereto, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of Dec. 19 74.

REEVES-WILLIAMS, INC.
By: Robert M. Williams, Jr.
Robert M. Williams, Jr., Vice Pres.
By: G. Hunter Brannon
G. Hunter Brannon, Sec.-Treas.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 _____

My Commission Expires: _____
Notary Public

417

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr., and G. Hunter Brannon, who stated that they
are the Vice President and Secretary-Treasurer-----

respectively of the above named -----REEVES-WILLIAMS, INC.-----
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and de-
livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said
corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 27th day of ----December----- 19 74.

James B. [Signature]
Notary Public
My Commission Expires: -----



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 414 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

418

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of August 1972, made and executed by Clinton D. West and wife,
Betty L. West of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 147 on page 593
of the Record of Trust Deeds, on the 20th day of Sept. A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Public
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given Under my hand and seal of office this 30th day of November A. D. 1974
A. Henry Public
My Comm. Expires Nov. 6, 1975

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 9 o'clock
30 minutes A. 183 6 418 Jan. 1975 and that the same has been
recorded in the records of said County.

2.50

7 Jan
H. P. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between -----
-----REEVES-WILLIAMS, INC.-----
of the first part, hereinafter designated as the Grantor, -----
Stuart Robinson----- Trustee, of the second part, hereinafter designated as Trustee, and
-----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----
-----of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-SIX THOUSAND SEVEN HUNDRED SIXTY AND NO/100----- DOLLARS
(\$ 26,760.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of twelve per centum per ----- annum after
date-----, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The entire sum of principal and accrued interest shall be due and
payable one hundred eighty (180) days from the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

-----County of DeSoto-----
State of Mississippi, and more particularly described as follows, to-wit:

Lot 983, Section "E" Greenbrook Subdivision in Section 19, Township
1 South, Range 7 West, as per plat thereof recorded in Plat Book 9,
Pages 44 and 45, in the office of the Chancery Clerk of DeSoto County,
Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 832
THIS 6 DAY OF August 1976
W. S. Ferguson
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of Dec. 19 74.

REEVES-WILLIAMS, INC.

BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., Vice Pres.
BY: *G. Hunter Brannon*
G. Hunter Brannon, Sec.-Treas.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 _____

My Commission Expires: _____ Notary Public

422

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr. and G. Hunter Brannon, who stated that they
are the Vice President and Secretary-Treasurer-----

respectively of the above named -----REEVES-WILLIAMS, INC.-----

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and de-
livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said
corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 27th day of ---December--- 1974.

Joyce B. Young



My Commission Expires: 1-1-1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A.M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 419 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between -----

-----REEVES-WILLIAMS, INC.-----

of the first part, hereinafter designated as the Grantor, -----

Stuart Robinson-----Trustee, of the second part, hereinafter designated as Trustee, and
BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----

----- of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-FOUR THOUSAND FOUR HUNDRED AND NO/100-----DOLLARS
(\$ 24,400.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of twelve per centum per ----- annum after
date-----, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The entire sum of principal and accrued interest shall be due and
payable one hundred eighty (180) days from the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

-----County of DeSoto-----

State of Mississippi, and more particularly described as follows, to-wit:

Lot 984, Section "E" Greenbrook Subdivision, in Section 19, Township
1 South, Range 7 West, as per plat thereof recorded in Plat Book 9,
Page 44 and 45, in the office of the Chancery Clerk of DeSoto County,
Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of Dec. 19 74.

REEVES-WILLIAMS, INC.
BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., Vice Pres.
BY: *G. Hunter Brannon*
G. Hunter Brannon, Sec.-Treas.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 _____

My Commission Expires: _____
Notary Public

426

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr. and G. Hunter Brannon, who stated that they
are the Vice President and Secretary-Treasurer-----

respectively of the above named -----REEVES-WILLIAMS, INC.-----

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and de-
livered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said
corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 27th day of ---December--- 19 74.

Jay B. Quinn
Notary Public
My Commission Expires: *Feb 16 1975*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 423 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

Yed. Home Loan Mtg. Corp.
Assignment of this instrument recorded in
Real Estate Tax Book
No. 193 Page 533
This the 1 day of Dec 1975
H. B. Ferguson

427

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of December, 1974, among the Grantor, Jerry D. Mitchell and wife, Patricia J. Mitchell

Tom B. Scott, Jr. (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, Unfirst Federal Savings & Loan Association of Jackson, a corporation organized and existing under the laws of the United States of America, whose address is P.O. Box 1818, Jackson, Mississippi (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 776, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

1057 117 BOOK
234 98
W. E. Davis
by P. Starkey DC

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Seven Thousand and no/100--- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1-1-2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Attempted
CANCELLED BY AUTHORITY, RECORDED IN BOOK
1044 PAGE 39
THIS 14th DAY OF October, 1978
W. E. Davis
by P. Starkey DC CHANCERY CLERK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Jerry D. Mitchell
Jerry D. Mitchell -Borrower
Patricia J. Mitchell
Patricia J. Mitchell -Borrower

2658 Valley Springs Drive
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Jerry D. Mitchell and wife, Patricia J. Mitchell who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 30th day of December, A.D., 1974.



Jay B. Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 427 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of Jan. 1975.

Fees \$5.00

H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of Sept. 19 73 made and executed by J. E. Davis
of DeSoto County to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 166 on page 179
of the Record of Trust Deeds, on the 5th day of Oct. A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Attorney R. H. Bell
in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 5th day of December A. D. 19 74



R. H. Bell
My Comm. Expires Nov. 5, 1975

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 431 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees 2.50

H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Jack W. Ussery, President
of First National Bank of Southaven the beneficiary, does hereby certify that a certain trust deed
bearing date the 23 day of July 19 73, made and executed by Gary M. Patterson & wife
Christina W. Patterson of Desotto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 5 on page 8&9
of the Record of Trust Deeds, on the 23 day of July, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank of Southaven
Jack W. Ussery, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid, Jack W. Ussery, President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 23 day of December A. D. 19 74
Bonnie J. Ingram
My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 page 432 records of REAL ESTATE TRUST DEEDS
of said County.

Notary in and for said County of Desoto on the 7 day of Jan. 1975.
Fees 2.50
H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of January 19 71, made and executed by Max E. Wallace
of DeSoto County to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 124 on page 481
of the Record of Trust Deeds, on the 28th day of January, A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Bell
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given DE SOTO and seal of office this 3rd day of January A. D. 19 75

A. Henry Bell
My Comm. Expires Nov. 5, 1976

LA 98032-0427-0000 02044

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 433 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Jan. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

desoto

RELEASE OF DEED OF TRUST

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,

County of ~~Marshall~~ ^{DESOTO}

To the Chancery Clerk of ~~Marshall~~ ^{DeSoto} County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit:—

One executed by ROBERT D. BERRY for the benefit of THE PEOPLES BANK, COLLIERVILLE, TENN

dated the 10th day of May, 19 66, and recorded in Mortgage Record Book No. 89, Page 409 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand this 3rd day of January, A. D., 19 75.

THE PEOPLES BANK, COLLIERVILLE, TENN.
By Mrs. Boyce Jones A V P

State of Tennessee
Shelby County

Personally appeared before me Fred H. Medling, a Notary Public

in and for said county and state, the above named Mrs. Boyce Jones, who acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of The Peoples Bank being authorized so to do as his voluntary act and deed.

Witness my hand and official seal this 3rd day of January, 19 75.



Fred H. Medling Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 434 of RECORDS OF REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal on this 7 day of Jan. 1975.

Fee 2.50

H. P. Ferguson

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C. , that certain Deed of Trust
executed by

Robert E. Cunningham and wife, Martha V. Cunningham
to G. L. Oates , Trustee for the use and benefit of Wortman &
Mann, Inc. beneficiary on the 9th day of December, 1974 encumbering
certain lands in the County of DeSoto , State of Mississippi,
which said Deed of Trust is recorded in Book 182 at Page 51 and
CORRECTION DEED OF TRUST RECORDED IN BOOK 182 at Page 201
in the Office of the Chancery Clerk of DeSoto County
Mississippi

, all our right, title and interest in and to
said Deed of Trust and the lands described therein, together with the
indebtedness in the original principal amount of \$ 34,500.00 thereby
secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be
executed by its duly authorized officers, and its corporate seal to be
affixed thereto on the 31st day of December, 1974

WORTMAN & MANN, INC.
BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the
aforesaid jurisdiction, the within named Thomas J. Tompkins and
Charles M. Kelly , who acknowledged that they, as Vice President
and Vice President respectively, for and on behalf of and by
authority of said Wortman & Mann, Inc, signed and delivered the above
and foregoing instrument and affixed the corporate seal of said corporation
thereto on the day and year therein mentioned for the intent and purpose
therein expressed.

Given under my hand and official seal of office, this 31st day of
December, 1974



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 435 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 7 day of Jan. 1975.

Fee 2.50

[Signature] CLERK

436

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT FOR AND IN CONSIDERATION OF THE PART PAYMENT OF THE INDEBTEDNESS DESCRIBED IN AND SECURED BY THAT CERTAIN DEED OF TRUST DATED MARCH 6, 1974, EXECUTED BY REEVES-WILLIAMS, INC., TO STUART ROBINSON, AS TRUSTEE, BANKERS TRUST SAVINGS & LOAN ASSOCIATION AS BENEFICIARY, WHICH DEED OF TRUST IS RECORDED IN BOOK 173, PAGE 509, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, THE UNDERSIGNED BANKERS TRUST SAVINGS & LOAN ASSOCIATION AS BENEFICIARY NAMED IN SAID DEED OF TRUST, HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO BARGAIN, SELL, CONVEY, REMISE, RELEASE AND QUIT-CLAIM UNTO THE SAID REEVES-WILLIAMS, INC., THE FOLLOWING DESCRIBED PROPERTY IN DESOTO COUNTY, MISSISSIPPI, TO WIT:

Lot 1176, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per the plat thereof recorded in Plat Book 8 at Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD THE AFOREDESCRIBED REAL PROPERTY UNTO THE SAID REEVES-WILLIAMS, INC., AND TO ITS SUCCESSORS, HEIRS AND ASSIGNS IN FEE SIMPLE FOREVER FREE AND DISCHARGED FROM THE LIEN OF SAID DEED OF TRUST AND THE INDEBTEDNESS SECURED THEREBY.

BUT THIS IS A PARTIAL RELEASE AND AS TO ALL OTHER PROPERTY DESCRIBED IN AND CONVEYED BY SAID DEED OF TRUST NOT HERETOFORE NOR HEREBY RELEASED, THE LIEN OF SAME SHALL CONTINUE IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURES THIS THE 24th DAY OF May, 1974.



BANKERS TRUST SAVINGS & LOAN ASSN.

BY: *Don Brown*
DON BROWN, SENIOR VICE PRESIDENT

ATTEST:

Shirley Harper

SHIRLEY HARPER, ASSISTANT SECRETARY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY OF LAW IN AND FOR THE JURISDICTION AFORESAID, THE WITHIN NAMED DON BROWN AND SHIRLEY HARPER, WHO ACKNOWLEDGED THAT AS SENIOR VICE PRESIDENT AND ASSISTANT SECRETARY, RESPECTIVELY, FOR AND IN BEHALF OF AND BY AUTHORITY OF BANKERS TRUST SAVINGS & LOAN ASSOCIATION, THEY SIGNED THE ABOVE AND FOREGOING INSTRUMENT AND AFFIXED THE CORPORATION SEAL OF SAID CORPORATION THERETO AND DELIVERED SAID INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF May, 1974.



Jean C. Peridyle
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A.M. on May 24, 1974. The fee has been
received in full and is \$182.436
of said County

2.50

W. P. Ferguson

H. S. Ferguson
CHANCERY CLERK

437

DEED OF TRUST

THIS DEED OF TRUST, made the 3rd day of January, 1975, between
and wife,
MATHEW W. LIPSCOMB, also known as Mathew Lipscomb, / DORIS F. LIPSCOMB

whose post office address is 651 South Cooper, Memphis, Tenn. 38104 and all other persons
executing this deed of trust, hereinafter called "trustor," and J. Hunter whose post office address is Macon, Mississippi,
hereinafter called "trustee," and The Equitable Life Assurance Society of the United States a corporation, organized and
existing under the laws of New York, having its principal office and post office address at 1285 Avenue of the Americas,
New York, New York, hereinafter called "beneficiary":

WITNESSETH, That the trustor, for the purpose of securing the debt hereinafter referred to, with interest thereon,
and the performance of the agreements and covenants herein contained, and in consideration of said indebtedness, does by
these presents grant, bargain, sell, convey, warrant and confirm unto the trustee, and its successors and assigns, the follow-
ing described real estate situate in the County of DeSoto, and State of Mississippi to wit:

The Northeast Quarter of the Northwest Quarter (NE-1/4 NW-1/4);
the West Half of the Northwest Quarter (W-1/2 NW-1/4); and
the Southwest Quarter (SW-1/4) of Section 23, Township
2 South, Range 9 West, being more particularly described together
as one parcel by metes and bounds as follows:
BEGINNING at a point in the west line of Section 23, Township 2
South, Range 9 West, at its intersection with the south line of
Star Landing Road, 60 feet wide, and running thence east along
the said south line, parallel to and 30 feet south perpendicularly
distant from the north line of said Section 23, a distance of
2627.3 feet to its intersection with the west line of the Northeast
Quarter thereof, said point being also in the physical center line
of Poplar Corner Road, not dedicated; thence South 0° - 25' East
along the west line of the said Northeast Quarter a distance of
1294.6 feet to the northeast corner of the Southeast Quarter of
the Northwest Quarter (SE-1/4 NW-1/4) of said Section 23; thence
west along the north line of the said Southeast Quarter of the
Northwest Quarter, passing an iron pipe in an old fence corner
at 18.7 feet and continuing along an old fence and hedge row a
further distance of 1295.0 feet, in all a total distance of 1313.7
feet to an iron pipe at the northwest corner of the Taylor Chancellor
fence which encl oses his possession of the Southeast Quarter of the
Northwest Quarter (SE-1/4 NW-1/4) of said Section 23; thence South
0° - 52' west along an old fence and hedge row a distance of 1310.4
feet to an old iron bar at the southwest corner thereof; thence
South 89° - 22' east a distance of 1342.0 feet to an iron pipe in
the east line of the West Half of said Section 23, from which east
at 2.8 feet stands a 16" corner tree; thence South 0° - 25' east
along the east line of said West Half a distance of 2668.8 feet
to an iron pipe at the Quarter Corner of Sections 23 and 26, being
also in an old fence corner; thence North 89° - 41' West along the
south line of said Section 23, passing an iron pipe on the east
bank of Baldwyn Road at 2648.9 feet and continuing a further distance
of 25 feet, in all a total distance of 2673.9 feet to the southwest
corner of said Section 23; thence north 0° - 05' East along the
west line of Section 23 a distance of 5290.5 feet to the point of
beginning, containing 281.80 acres.

and containing 281.80 acres, more or less, together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, including water and water rights of every kind and description and watering
and irrigation apparatus and fixtures, and the rents, issues and profits thereof to have and to hold in trust forever, condi-
tioned, however, that if the trustor shall pay to the beneficiary the sum of SIXTY THOUSAND AND NO/100-
Dollars (\$ 60,000.00),
with interest according to the terms of a promissory note bearing even date herewith, said note being executed by

Mathew W. Lipscomb, also known as Mathew Lipscomb, and Doris F.
Lipscomb, his wife

and payable in instalments, the last of which matures on January 1, 2000, subject to acceleration of
maturity as provided therein and herein, together with all other indebtedness secured hereby, and shall perform all the other
terms, covenants and conditions contained in said note and this deed of trust, then these presents to be void and to be
released by the beneficiary at the expense of the trustor, otherwise to be and remain in full force and effect.

Instrument Recorded in Real Estate T/D
Book No. 1918 Page 514
This 2 day of Feb 2004
W F Davis
By M. C. White Clerk

CANCELLED BY AUTHORITY RECORDED IN 800K
PAGE
THIS DAY OF
CHANCERY CLERK

This deed of trust is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the trustor agrees to pay the indebtedness with interest as in said note provided, and if default be made in the payment of any part thereof the beneficiary, or the trustee on demand of the beneficiary, may foreclose this deed of trust in the manner provided by law.

SECOND: That the trustor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises, or any part thereof including the trustee's or beneficiary's interest therein and upon this deed of trust or the note or indebtedness secured hereby, provided that should the amount of such taxes, assessments and other charges paid for the trustee or beneficiary under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, trustor shall not be liable to pay any of such excess over the highest legal rate.

THIRD: That the trustor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this deed of trust. The trustor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the trustor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman-like manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the beneficiary. The beneficiary shall have the right to inspect property conveyed hereby at such reasonable times and intervals as the beneficiary may desire, to determine the trustor's compliance with the covenants contained in any clause of this deed of trust.

FIFTH: That the trustor agrees to procure, maintain and deliver, premiums paid, to the beneficiary policies of insurance against such hazards on the buildings now or hereafter located on said premises as the beneficiary may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the beneficiary. The beneficiary is authorized to assign and deliver said policies to any purchaser of this deed of trust or to the purchaser of said premises at any foreclosure sale. In event of loss the beneficiary is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the trustor shall be paid to the beneficiary who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the trustor shall fail to procure, maintain and deliver the insurance policies, premiums pre-paid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises, or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this deed of trust or to comply with the provisions of paragraph Fourth hereof the beneficiary may, without notice or demand, insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the trustor to comply with the provisions of said paragraph Fourth and the trustor hereby agrees immediately to repay to the beneficiary without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the beneficiary with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the trustor the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

SEVENTH: That the trustor agrees to pay on demand all expenses and attorneys' fees incurred by the beneficiary by reason of litigation with third parties to protect the lien of this deed of trust and all money so paid by the beneficiary, including any expenses incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this deed of trust and in default of immediate repayment thereof by the trustor after demand, the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the trustor does hereby transfer, set over, assign and pledge to the beneficiary the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting said

premises or any part thereof, and all the rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of default under any of the terms, covenants and conditions of this deed of trust the beneficiary is hereby authorized and empowered to collect and receive all such rents, issues, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the trustor shall have the right to collect and receive any and all such rents, issues, incomes, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the beneficiary therefor.

NINTH: That the beneficiary may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in anywise impairing or affecting the liens and priorities herein provided for the beneficiary compared to any subordinate lien holder.

TENTH: That if the trustor shall default in the performance of any of the agreements or covenants herein contained, or if an owner shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if an owner shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, the entire indebtedness hereby secured, including all payments for taxes, assessments, charges, insurance premiums, liens, expenses and attorney's fees herein specified, shall, at the option of the beneficiary, and without notice to the trustor be due and collectible at once by foreclosure or otherwise by law; and upon application of the beneficiary it shall be the duty of the trustee and he is hereby authorized and empowered to sell said premises and all the right, title and interest of the trustor, in separate parcels or en masse as the trustee may elect, at public auction, to the highest and best bidder for cash during legal hours, after having advertised and given notice of the time, place and terms of said sale in the manner provided in section 888 of the Mississippi Code of 1942 annotated and any acts amendatory thereto, but the trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution, and, even though said lands lie in more than one county or Judicial District, the trustee may at his election sell all said lands at one time in one sale conducted in any one of such counties or Judicial Districts; the trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the trustee herein named or any succeeding trustee; and the trustee out of the proceeds of such sale, after first paying all fees, charges and costs of making such sale, including reasonable fees and commissions of the trustee and all other expenses of this trust, including fees for professional advice and services, shall pay to the beneficiary the principal and interest due on said note according to the tenor and effect thereof and all moneys advanced by the beneficiary for insurance, taxes, assessments, charges, liens, fees, expenses or other purposes with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, rendering the over-plus, if any, to the trustor on demand; such sales and said deeds so made shall be a perpetual bar both in law and equity against the trustor and all other persons claiming the premises or any part thereof by, from, through or under the trustor; the beneficiary may purchase said premises or any part thereof; it shall not be obligatory on the purchaser at such sale to see the application of the purchase money; and, except as to property where such provision is prohibited by law, upon commencement of any foreclosure, whether by advertisement under power of sale or by action, or at any time thereafter, as a matter of right, without consideration of the value of the premises, irrespective of the solvency or insolvency of the trustor or the then owner of said premises, and without notice to the trustor, or any person claiming under him, the trustee or beneficiary shall be entitled at once to the appointment of a receiver for said premises to take possession hereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and the proceeds of said receivership shall be applied by said receiver toward the payment of the indebtedness secured by this deed of trust, or toward the payment of such part of the judgment rendered thereon as may remain unsatisfied after the sale of said premises, or to repay to the beneficiary any advancements which the beneficiary may make after the commencement of foreclosure action and before the expiration of the period of redemption for taxes, assessments, insurance or other charges as herein provided together with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, and from the proceeds of said receivership said receiver may make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and pay all taxes, assessments and charges accrued or accruing or redeem from sales therefor up to the expiration of the period for redemption and pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this deed of trust, and pay other proper charges as herein provided, and pay the expense of the receivership.

ELEVENTH: The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the beneficiary and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to trustor.

TWELFTH: That the trustor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances, that the trustee shall quietly enjoy said premises, that the trustor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the trustor and the makers of said note especially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisement, redemption, exemption or stay to which they may be entitled under the laws of the state in which said premises are situate, together with all dower, curtesy, rights, interests and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

THIRTEENTH: That the beneficiary, its successors or assigns, or any holder of the indebtedness secured hereby, if a corporation, acting by and through its president, vice-president or secretary or other managing authority, or if a person, acting personally, is hereby fully authorized and empowered at any time at its or his option to appoint a successor or successors to any trustee named herein or acting hereunder, which successor trustees shall thereupon succeed without conveyance from the trustee predecessor to all of his powers, duties, authority and title by an instrument in writing naming such new trustee, which shall be acknowledged and recorded in the Recorder's office in which this deed of trust is recorded.

FOURTEENTH: That every provision for notice and demand or request herein contained to be given or made by the beneficiary shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to said premises, or on their heirs or successors, or mailed to such person or persons, or their heirs or successors, at their address last known to the beneficiary.

FIFTEENTH: In the event that the premises herein described or any portion thereof be sold or conveyed prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments other than as provided in said note) to \$.00, then the entire indebtedness secured by this deed of trust shall, at the option of the Beneficiary, become due and payable.

SIXTEENTH: The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders. Wherever the term "beneficiary" is used herein it shall include the legal holder or holders of said note or the indebtedness secured hereby.

IN WITNESS WHEREOF, the trustor has signed, sealed and delivered this deed of trust the day and year first above written.

(seal) Mathew Lipscomb (seal)
Mathew W. Lipscomb, also known as
(seal) Mathew Lipscomb (seal)
(seal) Doris P. Lipscomb (seal)
Doris P. Lipscomb

State of ~~Mississippi~~ Tennessee

County of Shelby

Personally came and appeared before me, the undersigned officer in and for the aforesaid State and County, duly qualified to take this acknowledgment, Mathew W. Lipscomb, also known as Mathew Lipscomb and wife, Doris P. Lipscomb being known to me, who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein written, as their own act and deed and for the purposes therein set forth.

Given under my hand and official seal this the 3rd day of January, 1975.

My commission expires:
My Commission Expires September 12, 1978

Harold H. Echeverria
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 6 day of Jan. 1975, and that the same has been recorded in Book 182 Page 437 records of Desoto Mississippi TID of said County.

Witness my hand and seal this the 7 day of Jan 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

CHANCERY CLERK

RETURN TO SECURITY TITLE CO. 1484 E. SHELBY SUITE 429 MEMPHIS, TENNESSEE 38116

DEED OF TRUST

THIS INDENTURE, made this 30 day of December, 1974 between WILLIAM S. NASH and wife, CYNTHIA R. NASH of the first part, and MARY JEAN JONES of the second part.

WITNESSETH, That whereas said parties of the first part, being indebted to the said party of the second part in the sum of \$750.00 SEVEN HUNDRED FIFTY AND NO/100 Payable in the following manner: \$10.00 on the 1st day of Jan 1975, and a like amount on the 1st day of each and every month thereafter until paid in full.

and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Lee V. Hamberlin, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 762, Section B, DeSoto Village Subdivision as per plat thereof in Plat Book 8, Pages 12-15 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description. Said lot being situated in Section 33, Township 1 South, Range 8 West.

This is a second mortgage on the above property.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the day as herein set-out, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

William S. Nash
Cynthia R. Nash



STATE OF Miss. DeSoto COUNTY, Personally appeared before me, a Notary Public of said County, the within named WILLIAM S. NASH and wife CYNTHIA R. NASH who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under hand and official seal this 15 day of Dec., 1974.

My Commission Expires November 21, 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 40 minutes P.M. 7 day of Jan 1975, and that the same has been recorded in Book 182 Page 441 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.

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H. P. Ferguson, CLERK

DEED OF TRUST

THIS INDENTURE, made this 3rd day of January, 1974
between EARLY D. MILLER and wife, BARBARA MILLER
of the first part, and W. CLINTON BELL and HARRY MASSIE
of the second part.

WITNESSETH, That whereas said parties of the first part, being in-
debted to the said party of the second part in the sum of \$2,150.00
TWO THOUSAND ONE HUNDRED FIFTY AND NO/100-----
DOLLARS, evidenced by a Note of even date herewith payable in the
following manner: \$44.62 per month beginning February 1, 1975 and
a like amount each and every month thereafter until paid in full.

and part ies of the first part having agreed to secure the prompt pay-
ment of the same when due: Therefore, in consideration of the premises,
and of the sum of One Dollar to the part ies of the first part paid by
L. Wade Harrison, Trustee, the part ies of the first part have
this day granted, bargained and sold to the said Trustee the following
described property, located in the County of DeSoto and state of
Mississippi, viz:

Lot 925, Section "B", North one-half, DeSoto Village Subdivision
as shown on plat of record in Plat Book 8, Pages 12 thru 15, located
in Section 34, Township 1 South, Range 8 West, said plat shown of record
in the Chancery Clerk's Office of DeSoto County, Mississippi.

This is a 2nd mortgage Deed of Trust on property located at
6819 Normandy, Horn Lake, Miss.

Should the Trustee at any time believe said property, or any part
thereof, endangered as a security for said debt, he may then forthwith
take possession of said property and sell the same as herein directed.
Should the part ies of the first part promptly pay the above stated
indebtedness on or before ~~the~~ as herein set-out, then this in-
strument to be void; but in default thereof the said Trustee shall take
possession of said property, and after giving notice of the time, place
and terms of sale, by advertisement according to law in DeSoto County,
shall sell the same at public auction to the highest bidder for cash,
at such time and place as he shall designate in said advertisement. The
proceeds of said sale shall be applied to the payment of said indebtedness
and all costs incurred herein; and if there be a surplus, such surplus
shall be refunded to the part ies of the first part. In case of failure
or inability on the part of said Trustee to execute the trust herein con-
fided, the part ies of the second part, their assigns or legal re-
presentatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signature s the date written above.

Early D. Miller
Early D. Miller
Barbara Miller
Barbara Miller

STATE OF TENNESSEE, SHELBY COUNTY,
Personally appeared before me, a Notary Public of said County, the
within named EARLY D. MILLER and wife, BARBARA MILLER
who acknowledged that they signed and delivered the foregoing Deed of Trust
on the day and year therein mentioned.

Given under hand and official seal this 6th day of January, 1974.

Lee V. Hamberlin
Notary Public

My Commission Expires: June 25, 1975 Property Add: 6819 Normandy
Horn Lake, Miss.

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the above instrument was filed for record at 4 o'clock
No 182 442 of Jan 1975, and that the same has been
recorded in Book 182 442 of the State Trust Books
of the Court.

28

8 Jan
H. P. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ROBERT H. ADAMS AND WIFE PATSY S. ADAMS

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS

Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWENTY FIVE THOUSAND TWO HUNDRED TWENTY SIX AND 88/100-----DOLLARS

(\$ 25,226.88) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of SIX per centum per annum after MATURITY, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

DUE AND REPAYABLE IN 84 (EIGHTY FOUR) MONTHLY INSTALLMENTS OF \$300.32 EACH, THE FIRST BEING DUE ON THE 25TH DAY OF DECEMBER, 1979 AND ON THE 25TH OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO
State of Mississippi, and more particularly described as follows, to-wit:

LOT No. 26 OF SMOKEY HOLLOW FARMS CONTAINING 5.73 ACRES IN SECTION 33, TOWNSHIP 3, SOUTH, RANGE 5 WEST, A PLAT OF SAID SMOKEY HOLLOW FARMS IS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN PLAT BOOK 8, PAGES 37, 38, AND 39.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13TH day of NOV. 19 74

Robert H. Adams
Patsy Adams

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named ROBERT H. ADAMS AND WIFE PATSY S. ADAMS who severally acknowledged that THEY

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13TH day of NOVEMBER 19 74

My Commission Expires: My Commission Expires June 25, 1978

Janice P. McInerney
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 7 day of Jan 1975, and that the same has been recorded in Book 182 Page 443 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.

Page 1 508

H. P. Ferguson

446

Paid, Satisfied and Cancelled
This 11th day of Feb 1975
Attest H. P. Ferguson
Chancery Clerk

DEED OF TRUST

This indenture made this 2nd day of January, 1975, between Burrow S. Phipps and wife, Mary K. Phipps

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 4,950.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 77.16, ~~and one~~ ~~installment of \$~~ ~~xxxx~~, the first installment due the 1st 7th day of February, 1975, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 156 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Mantha Boyer

Burrow S. Phipps
Mary K. Phipps
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Burrow S. Phipps and wife, Mary K. Phipps, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 2nd day of January, 1975.

James H. Ferguson
Notary Public

My commission expires:

My Commission Expires July 26, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 7 day of Jan 1975, and that the same has been recorded in Book 182 Page 446 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.

Fees \$ 2⁰⁰ pd,

SEAL H. P. Ferguson

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the persons named below executed a Deed of Trust to W. E. Wilroy, Jr. , Trustee for Walkem Development Company of Mississippi, Inc. , a Mississippi Corporation, on the date set out below with said Deed of Trust being of record in the book and Page indicated of the records of the Real Estate Trust Deeds of Desoto County, Mississippi, in the Office of the Chancery Court Clerk:

<u>NAME</u>	<u>DATE</u>	<u>RECORDED</u>
Charles E. Ford, et ux	October 14, 1971	Book 134, page 231
Frank T. Nichols et ux	September 8, 1971	Book 112, page 376

NOW, THEREFORE, I W. E. WILROY, JR. , Trustee for Walkem Development Company of Mississippi, Inc. , a Mississippi Corporation Beneficiary, do hereby state that the Deeds of Trust set forth above are fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of Desoto County, Mississippi, to enter satisfaction and certificate of payment in full upon those instruments and that this Order be recorded in the records of said County also as provided by law.

W. E. Wilroy, Jr.

W. E. Wilroy, Jr. , Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, W. E. Wilroy, Jr. , Trustee, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year hereinafter set out for the purpose therein mentioned.

GIVEN under my hand and official seal of office, this the 1st day of January, 1975.

Gene G. Smith

Notary Public



MY COMMISSION EXPIRES:
8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P M. 7 day of Jan 1975, and that the same has been recorded in Book 182 Page 447 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.

Fee \$ 2.00

H. P. Ferguson

CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

By virtue of the authority vested in us in a certain Deed of Trust given by MILDRED REDWINE, a widow, to HOWARD F. HALL, SR. and wife, JUANITA HALL, bearing the date of the 22nd day of May, 1971, which said Deed is recorded in Real Estate Trust Deed Book 128, Page 527 in the Chancery Clerk's Office of DeSoto County, we hereby appoint and substitute WILLIAM W. BALLARD as Trustee instead of H. R. GARNER named in said Deed of Trust, the said H. R. GARNER not being able to execute said Trust at this time.

This the 7th day of January, 1975.

Howard F. Hall Sr
HOWARD F. HALL, SR.

Juanita Hall
JUANITA HALL

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named HOWARD F. HALL, SR. and wife, JUANITA HALL, who acknowledged that they signed and delivered the above and foregoing Appointment of Substituted Trustee on the day and date therein mentioned and for the purposes therein expressed.

Given under my hand and official seal of office, this the 7th day of January, 1975.



Elmer McLenore
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 05 minutes A.M. 8 day of Jan 1975, and that the same has been recorded in Book 182 Page 448 of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 8 day of Jan 1975.

Time 2:30

H. P. Ferguson

Authority to Cancel - Mississippi - Mid-State Homes, Inc.

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Homer Taylor and Kathleen Taylor his wife to JIM WALTER ~~XXXXXXXXXXXX~~ ^{HOMES, INC.} which deed of trust is recorded in Book Number 163 at Page 576 of the records of the deeds of trust in your office, which deed of trust was ^{NOT} assigned by the JIM WALTER CORPORATION to the MID-STATE HOMES, INC. as shown by instrument recorded in Book Number _____ at Page _____ of the records of deeds of trust in your office.

IN WITNESS WHEREOF, ^{JIM WALTER} ~~XXXXXXXXXXXX~~ HOMES, INC. has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 27th day of December 1974

JIM WALTER HOMES, INC.
~~XXXXXXXXXXXX~~
By: J.H. Kelly
J.H. Kelly, Ass't Vice ^{PRESIDENT}

ATTEST:
A.F. Saraw
SECRETARY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J.H. Kelly and A.F. Saraw ^{Ass't Vice} who acknowledged to me that they are ^{President and} Secretary, respectively, of ^{JIM WALTER} ~~XXXXXXXXXXXX~~ HOMES, INC., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 27th day of December 1974

E. Prasad
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires: Notary Public, State of Florida at Large
My Commission Expires May 18, 1978
Bonded by American Fire & Casualty Co.

FORM JW 495

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A M. 8 day of Jan 1975, and that the same has been recorded in Book 182 Page 489 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.
Fees \$ 20 .00
H. P. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 30th day of April 1982

450

J. P. Ferguson

Attest

A. D. Ferguson
Chancery Clerk By: F. E. ... D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

J.B. Brown, et ux,
Grantors
To { DEED OF TRUST
William F. Hagan, Trustee
for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 2nd day of January, 1975
between J.B. Brown and wife, Arnetta Brown, parties

of the first part,
and T.P. Flinn, Jr., party of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Five hundred dollars (\$500.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, due and payable January 2nd, 1977, interest payable annually.

life of this trust deed
and any further amount that the party of the second part may furnish the party of the first part during the term, not to exceed Five hundred Dollars (\$500.00) and the parties of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the promises, and of the sum of One Dollar to the parties of the first part paid by William F. Hagan, Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on, and all the crops of every kind to be grown on, and family or any hands working with or under, either as landlord or tenant or otherwise, during the year 1975, on the land that may contain, or cause to be cultivated, or harvested or raised and all farming implements of every kind and

That certain parcel of land situated in Section 13, Township 3, Range 8 West, DeSoto County, Mississippi, more particularly described as follows, to-wit: Beginning at a point 35 yards west of the Southeast corner of Lot No. 442 as said lot is shown on the official map of the Town of Hernando, DeSoto County, Mississippi, on file in the Office of the Chancery Court Clerk of said County; thence North 70 yards to a stake; thence west 35 yards to a stake; thence South 70 yards to a stake in the South line of said Lot No. 442; thence East along the South line of said lot 35 yards to the point of beginning, and being the same lot conveyed by Eddie Ford, et ux, to J.B. Brown by Warranty Deed dated January 7, 1958, recorded in Book 44, Page 381, of the deed records of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the as aforesaid, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Witnes:
J.B. Brown
J.B. Brown
Arnetta Brown
Arnetta Brown

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named J.B. Brown and wife, Arnetta Brown, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 8th day of January, 1975.
MY COMMISSION EXPIRES: 8-11-76 (SEAL) Tracy B. ... Clerk
By: Notary Public F. E. ...

STATE OF MISSISSIPPI, DESOTO COUNTY.
Being me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposes and saith that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 35 minutes A.M. the 8th day of Jan 1975, and that the same has been recorded in Book 182 of 450 pages of REAL ESTATE TRUST DEEDS of said County.

28
8 Jan 1975
H. P. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

LAURA B. H. CHALMERS, ET VIR

To { DEED OF TRUST
THE HERNANDO BANK

THIS INDENTURE, Made this 8th day of January 1975
between Laura B. Hicks Chalmers and husband,
George L. Chalmers of the first part,
and The Hernando Bank of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Three Thousand, Fifty-eight and 20/100 Dollars (\$3,058.20), evidenced by one promissory note of even date, bearing 8% interest after maturity, due and repayable in 36 equal monthly installments of \$84.95 each, the first installment due February 10, 1975, and one installment due on the 10th day of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed One Thousand Dollars (\$1,000.00) and the part ies of the first part having agreed to secure the prompt

payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: all of the agricultural property of every kind and description that is now or hereafter owned or held by the said part ies of the first part, including the land, buildings, improvements of every kind and

The land in DeSoto County, Mississippi, described as follows, to wit:

4.66 acres in the Southwest Quarter of Section 29, Township 2 South, Range 8 West, described as commencing at the Southwest corner of Section 29; thence north on the west line of the section 2,652.23 feet to a point; thence south 87 degrees 56 minutes 31.7 seconds east 2,009.01 feet to an iron pin in the point of beginning and the north-west corner of the herein described tract; thence south 00 degrees 21 minutes 31.1 seconds east 330.34 feet to an iron pin; thence south 87 degrees 58 minutes 26 seconds east 616.0 feet to an iron pin; thence north 00 degrees 21 minutes 40 seconds west 330 feet to a point; thence north 87 degrees 56 minutes 31.7 seconds west 616.0 feet to the point of beginning, containing 4.66 acres, more or less, in the Southwest Quarter of said Section and being the north one-third of the land conveyed to the parties to this deed by deeds recorded in Book 106, Page 574, and Book 107, Page 103, in the office of the Chancery Clerk of said County.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

The makers shall have the right to pay or any part of the indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as stated above then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Laura B. Hicks Chalmers
George L. Chalmers

STATE OF MISSISSIPPI, DeSOTO COUNTY
I personally appeared before me the undersigned authority of said County, the within named Laura B. Hicks Chalmers and husband, George L. Chalmers, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 8th day of January 1975
MY COMMISSION EXPIRES MARCH 24, 1975 (SEAL) Sarah Wetmore XXXX
By Notary Public XXXXX

STATE OF MISSISSIPPI, DeSOTO COUNTY
Before me of said County, this day personally appeared the above named

I certify that the within instrument was filed for record at 1 o'clock 30 minutes Q. M. 8 day of Jan 1975, and that the same has been recorded in Book 182 Page 451 of Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Jan 1975.
Fees \$ 2⁰⁰ pd.

H. P. Ferguson, CLERK
CANCELLED BY AUTHORITY RECORDED IN BOOK 221 PAGE 19
THIS 26 DAY OF Jan 1978
H. P. Ferguson
CHANCERY CLERK

452

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Margaret Parker

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 13th day of March 19 74, made and executed by Edward J. Engel and James W. Amos of _____ to Margaret Parker

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 172 on page 629 of the Record of Trust Deeds, on the 22nd day of March, A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 17th day of December, 1974.

Margaret Parker
MARGARET PARKER

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____ of law in and for County and State aforesaid Margaret Parker who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 19th day of December A. D. 19 74.

My commission expires: _____

My Commission Expires May 16, 1977

Cullen A. Engel

Notary Public

LAWRENCE-GARDNER 97844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P.M. 8 day of Jan 1975, and that the same has been recorded in Book 182 page 452 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 8 day of Jan 1975.

File # 258

H. P. Ferguson CLERK

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

SL

VA Form 16-6322 (Home Loan)
Revised December 1963. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-23815-SR

THIS DEED OF TRUST, made and entered into this 3rd day of JANUARY, 19 75,
by and between

WALTER D. MOREHEAD AND WIFE, JOYCE P. MOREHEAD

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
post-office address at STATE OF TENNESSEE, having its principal office and
Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DESOTO, State of Mississippi, to wit:

LOT 64, SECTION A, REVISED, GREENBROOK SUBDIVISION, as shown on plat of record
in plat book 8, pages 53 & 54, in Section 19, Township 1 South, Range 7 West,
in the office of the Chancery Clerk of Desoto County, Mississippi, to which
plat reference is hereby made for a more particular description of said lot,
AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED NOVEMBER 8, 1974.

Should the Veterans Administration fail or refuse to issue its guaranty
of the loan secured by this mortgage under the provisions of the
Servicemen's Readjustment Act of 1944, as amended, within sixty
days from the date the loan would normally become due, the such
guaranty, the mortgage herein may, at its option, declare all sums
secured by this mortgage immediately due and payable. The
mortgagee consents and agrees that so long as this mortgage and
the said note secured hereby are guaranteed under the provisions of
the Servicemen's Readjustment Act, he will not exercise or file for
record any instrument which imposes a restriction upon the sale or
conveyance of the mortgaged property on the basis of race, color or
 creed. Upon any violation of this undertaking, the mortgagee herein
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

The holders of the indebtedness described herein shall have the right
at any time to require Grantors to pay to the Holders of the indebtedness
in addition to and concurrent to the monthly installment of principal and
interest and escrow for taxes and hazard insurance, a sum equal to one-
twelfth of the annual flood insurance premium to the extent the Holder of
the indebtedness requires flood insurance and same is available under the
National Flood Insurance Act of 1968 or subsequent similar legislation;
said sum to be held in escrow without liability on the part of the Holder
of the indebtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the intent to hold such at any time
be insufficient to pay said insurance premium when due and payable, the
Grantors shall promptly deposit the entire amount of said deficit.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of FORTY FIVE THOUSAND NINE HUNDRED & NO/100---- Dollars (\$45,900.00---), with interest from date at the rate of NINE----- per centum (9-- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of THREE HUNDRED SIXTY NINE & 50/100 Dollars (\$ 369.50-----), commencing on the first day of FEBRUARY, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments; but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ---TEN--- per centum (10--%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha S hereunto set HIS hand(s) the day and year herein first written above.

Walter D. Morehead
WALTER D. MOREHEAD

Joyce P. Morehead
JOYCE P. MOREHEAD

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY } ss:

Personally appeared before me M. Valjean, the undersigned Notary public
in and for said County, the within named WALTER D. MOREHEAD and
JOYCE P. MOREHEAD, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 3rd day of JANUARY, 1975.

M. Valjean



My Commission Expires July 3, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
30 minutes P. M. 8 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 453 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of Jan. 1975.

Fees \$ 5.00 and.

H. P. Ferguson, CLERK

JAMES E. McGEHEE & COMPANY, INC., GRANTOR)

TO)

PARTIAL RELEASE)

W. B. GAY BUILDERS, INC., GRANTEE)

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, James E. McGehee & Company, Inc. does hereby release from the lien of that certain deed of trust given by W. B. Gay Builders, Inc. to James E. McGehee & Company, Inc. being dated February 15, 1974, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 171, page 451 the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 5, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof, recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 16th day of December, 1974.

JAMES E. McGEHEE & COMPANY, INC.

By *[Signature]*
President, James E. McGehee, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named James E. McGehee, Jr., President of James E. McGehee & Company who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 16th day of December, 1974.

[Signature]
Notary Public

My Commission Expires: June 5, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P. M. 8 day of Jan. 1975, and that the same has been recorded in Book 182 Page 457 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Jan. 1975.

Fees \$ 2.50

[Signature]
CLERK

Lot 776, Section D Greenbrook S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174 at Pages 463 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 31st day of December, 1974.



WORTMAN & MANN, INC.

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 31st day of December, 1974.



James B. Hulstead NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 9 day of Jan. 1975, and that the same has been recorded in Book 182 Page 458 of the RECORDS OF REAL ESTATE TRUST DEEDS

Witness my hand and official seal this 9 day of Jan. 1975.

250

H. P. Ferguson

DEED OF TRUST

John Grisham and Connie Ray Stacks and Raymond C. Stacks and wife, Mrs. Raymond C. Stacks

To The Peoples Bank, Ripley, Mississippi 38663

In consideration of \$10.00, in hand paid We convey and warrant to R. W. Elliott Tippah, Benton and trustee, the following described property, real or personal, in DeSoto County, State of Mississippi, to wit:

Commencing at the Southeast corner of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, run thence North 89° 07' 44" West along the centerline of State Line Road a distance of 3862.5 feet to a point; thence run North along the East R.O.W. of the Old Hernando Road a distance of 765.30 feet to a point; thence run West a distance of 417.45 feet to the true point of beginning and the Southeast corner of Lot 4, First Addition to the Southview Commercial Park; thence run North along the East line of said Lot 4 a distance of 406.24 feet to a point on the Miss.-Tenn. line; thence run South 89° 42' 32" West along the said Miss.-Tenn. line a distance of 507.39 feet to a point; thence run South 238.19 feet to a point on the North R.O.W. of Town and Country Drive; thence run East along the North R.O.W. of said Town and Country Drive a distance of 393.93 feet to a point; thence run South 1° 34' 13" West along the East R.O.W. of said Town and Country Drive a distance of 155.53 feet to a point; thence run East a distance of 117.72 feet to the True Point of beginning, and containing 3.20 acres.

Eighty(80) acres being the South Half(S 1/2) of the Northeast Quarter(NE 1/4) of Section 8, Township 2, Range 1 East; together with all buildings situated thereon. Said (80) acres being located in Benton County, Mississippi.

Commencing at the northeast corner of the Southeast Quarter of Section 17, Township 4, Range 3 East, Tippah County, Mississippi. Run West 990 feet; thence run South 603.5 feet; thence run East 577.5 feet; run South 1586.5 feet; thence run West 103.4 feet; thence run South 420 feet to the North side of State Highway Number 4; thence run South 77 degrees 12 minutes East 105 feet along the North side of said highway to a stake; thence run South 88 degrees East 415.2 feet to the Southeast corner of said Southeast Quarter; thence run North 2640 feet along the East line of said Quarter Section to the point of beginning. Containing 34 acres, more or less.

IN TRUST FOR THE FOLLOWING PURPOSES:

1. (A) To secure the payment of the following note or notes in favor of The Peoples Bank, Ripley, Mississippi, dated even herewith and due as follows: \$ 150,000.00, One Hundred Fifty Thousand and no/100- Dollars Due 10 (Payments of \$2,490.20 per month, 1st payment due 4-7-75 and to continue on 7th day of each month Dollars Due 10 until paid in full. Payments to be applied first Dollars Due 10 to interest, and balance to principal. Failure Dollars Due 10 to meet any installment, matures the balance at Dollars Due 10 option of holder.)

Bearing interest at the rate of 10 per cent per annum from Date together with attorney's fees as therein provided.

(B) Also, to secure any other indebtedness heretofore, now or hereafter (within the period of four years from the date hereof) contracted with either the payee in, or the holder of the above described note or notes by the grantor or grantors herein or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or guarantor.

(C) Also, to secure any amount paid out or obligated to be paid, by the payee or the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract, to bear eight per cent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado, theft, and fire, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

III. All payments made, as well as the proceeds of all property described in this deed of trust and all collaterals held by the payee in said note or notes or the holder of the indebtedness secured by this deed of trust, whether such collaterals are placed to secure the indebtedness herein set forth or as any other indebtedness to the payee in said note or notes or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by the payee in said note or notes or the holder of the indebtedness secured by this deed of trust as they seem to their best interest and their election.

IV. If the trustee or the owner or owners of said note or notes should at any time believe any of the property herein conveyed endangered as security by remaining in the grantor's possession, or if the grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable. If the entire indebtedness is at any time declared due and payable by the trustee or owner or owners of said note or notes in the manner as herein provided, or if said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein, then, said Trustee shall take possession of said property and sell the same, or a sufficient part thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law or execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a Trustee's fee of five per cent upon the amount realized and the expense of executing this trust.

CANCELLED BY AUTHORITY RECORDED IN BOOK

207 PAGE 314

THIS 6 DAY OF Jan 1977

H. L. Ferguson CHANCERY CLERK

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V. The beneficiary in this deed of trust, the payee in said note or notes, or any owner or owners of the indebtedness secured by this deed of trust, at any time that they, or any of them, may so desire, may appoint another trustee in the place of the one herein appointed, or any successor to the one herein named; but if there be one or more owners of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment and filing same with the Clerk of the Chancery Court of the County, where said property or any part thereof is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; should the beneficiary, payee in said note or notes, or the owner or owners of the indebtedness secured hereby be a banking corporation, then the appointment of a substituted trustee, as herein provided, may be made by such banking corporation acting through its president, vice president or cashier. It shall not be necessary to obtain the consent or resignation of the original trustee or any successor before appointing another trustee in his place; and if the beneficiary herein, the payee in said note or notes, or the owner or holder of the indebtedness secured thereby should die, then his executor or administrator may make such substitution as herein provided; and any such trustee, substituted as herein provided shall have all the powers of said original trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without any Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as rents, issues and profits arising therefrom, and in order to effectually carry out this purpose, it is agreed and understood that said Trustee or his successor and the beneficiaries under this Deed of Trust will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice, and the Trustee herein or his successor may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and right hereunder conveyed as if he were a trustee subject to all terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____, 19____ and recorded in _____ Trust Deed Book No. _____ at page _____ of the records of _____ County, Mississippi, and is in no way intended to void said deed of trust or impair the security thereof.

Witness Our signatures, this the 7th day of January 19 75

WITNESSES

STATE OF MISSISSIPPI,
COUNTY OF TIPPAAH

Personally appeared before me, the undersigned Notary Public, in and for said county and State, the within named John Grisham and Connie Ray Stacks and wife, Mrs. Raymond C. Stacks who acknowledged that They Each signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 7th day of January 19 75

STATE OF MISSISSIPPI,
COUNTY OF TIPPAAH

[Signature]
Notary Public
My Commission Expires Oct. 21, 1978

Personally appeared before me, the undersigned _____ in and for said County and State _____ one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, depose and saith that he saw the within named _____, whose name is subscribed thereto, sign and deliver the same to the said _____; that he, this affiant, subscribed his name as a witness thereto in the presence of the said _____ and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 9 day of Jan. 1975, and that the same has been recorded in Book 182 Page 459 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Jan. 1975.
Fees \$3.00 pd.

SEAL *[Signature]* CLERK

Trust Deed

FROM
John Grisham and Connie Ray Stacks
Raymond C. Stacks and wife, Mrs.
C. Stacks
P. O. Box 206
Southaven, Mississippi 38761

TO

The Peoples Bank
Ripley, Mississippi 38663
R. W. Elliott
Trustee

STATE OF MISSISSIPPI
County of Tippah, Benton and DeSoto

I the undersigned Chancery Clerk of said County hereby certify that this Trust Deed was filed for record at 11 o'clock A. M., on the 9 of January 19 75

that same is duly recorded in Book _____ and Page _____ records of Trust Deeds in my office

Witness my hand and seal, this _____ 19 _____

Clerk's fee \$ 3.00

H. J. Ferguson
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date 2-16-75	Final Payment Date 1-8-78	Loan Number 7801-	Date of Note 1-8-75	No. of Pay'ts 35	Am't. of Each Pay't 114.97
Agreed Rate of Chg. std	Cash to Borrower 1444.96	Recording Fees 2.50	Vehicle Ins. Premium	Household Goods Premium	2380.81
Accident & Health Insurance Premium	Life Ins. Premium 265.16	Prin. Am't of Loan 4892.34	Interest and Charges 1512.42	Amount of Note 6404.76	

(GRANTORS)
(Names and Addresses)

Betty . Osborns
Charles R. Osborne
295 Stuart St.
Olive Branch, Ms. 38654

(GRANTEE)

COMMERCIAL CREDIT PLAN
A Tennessee Corporation hereinafter called
Commercial Credit Plan, Inc
3090 S. Perkins
Memphis, Tn. 38118
MISSISSIPPI

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, hereinafter called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below; for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee. Its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then the whole amount remaining unpaid on said promissory note shall, at the option of Grantor become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is B R Mulholland and
No. 1139 Shalimar Dr. Street, Jackson Ms.
County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto and State of Mississippi, described as:
Lot 16, Section "A", Holiday Hill Subdivision, being part of the Blocker tract in Section 34 Township 1 So., Range 6 West, Desoto County, Ms. as appears of record in Plat Book 7, page 6, office of the Chancery Clerk, Desoto County, Mississippi.

Liens or Encumbrances against Realty (If none, insert "None") Colonial & Bradley
Country Savings & Loan, Jackson, Ms.

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this _____ 19____

Signed, sealed and delivered in the presence of:
Charles R. Osborne (Seal)
Betty S. Osborns (Seal)

(See over for Acknowledgment)

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[Faint, illegible text]

Tennessee

ACKNOWLEDGMENT

STATE OF ~~MISSISSIPPI~~ COUNTY OF Shelby TO WIT:

That on this 8th day of January 1975, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Charles R. Osborne and Betty S. Osborne

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires

3.21.77

Sandra S. Williams

Notary Public.

(Notarial Seal)



Received for record
of Shelby
Recorded in 11
at 11
By _____
No. _____
DEED

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 9 day of Jan. 1975, and that the same has been recorded in Book 182 Page 461 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Jan. 1975.

Fees \$2.50

H. P. Ferguson, CLERK

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned _____

Garnett West

hereinafter referred to as the Grantors (whether one or more), to and in favor of _____

E. L. Bourland

as Trustee, hereinafter referred to as the Trustee, for the benefit of _____

Citizens Bank, Colquhoun, Miss.

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of _____

Eight thousand and no/100

Dollars (\$ *8,000.00*), together with interest thereon from and after the _____ day

15

of _____, 19*16*, at the rate of _____ per centum

6 1/2

per annum, said principal and interest being due and payable as follows:

18,000.00 on their note of even date and like amount due December 15, 1925.

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of six per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentage of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of *Twenty Five hundred* Dollars at the discretion of the Grantees during the year 19*16* or *15* months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in _____

DeSoto County, Mississippi, to-wit:

A lot in the community of Southaven in Section 23, Township 1, Range 3 described as beginning at a point in the west right-of-way of U. S. Highway No. 51 a distance of 42 feet in a southeasterly direction from the northeast corner of the property purchased by E. C. Racco from L. H. Gill by deed recorded in Book 35, Page 455; running thence westwardly a distance of 217.8 feet to an iron pipe; running thence south-easterly 58 feet to an iron pipe; running thence eastwardly 217.8 feet to an iron pipe in the west right-of-way of U. S. Highway No. 51; thence northwestwardly along said right-of-way 58 feet to the point of beginning and being the same land conveyed by Jack Austin and wife to H. L. Parrin and wife by deed recorded in Book 35, Page 277.

This deed of trust is given for the purpose of obtaining an extension of indebtedness now past due and the former deeds of trust given by me to remain in force until indebtedness secured hereby is paid in full.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 15 day of December

19 74.

Barnett B. West

STATE OF Mississippi
COUNTY OF Iste

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Barnett B. West

who acknowledged that he signed and delivered the foregoing deed of trust on the date thereof as his free and voluntary act and deed.

Given under my hand and official seal on this the 15 day of December



Sharon Bryant
Title: Notary Public

My commission expires March 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 9 day of Jan. 1975, and that the same has been recorded in Book 182 Page 463 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Jan. 1975.

Fees \$ 4.50 pd.

H. P. Ferguson CLERK

466

3-500146

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESo to COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 181 at Page 483

of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 8th day of January, A.D., 1975

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
JACKSON, MISSISSIPPI, a Corp.

BY: [Signature]
G. R. Munton, Jr.

BY: [Signature]
Ed Gordon

STATE OF Mississippi
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Ed Gordon, personally known to me to be the Controller and Vice President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 8th day of January, A.D., 1975.



[Signature]
Notary Public

My Commission Expires:

LS 466 My Commission Expires August 16, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 9 day of Jan. 1975, and that the same has been recorded in Book 182 Page 466 records of REAL ESTATE TRUST DEEDS of said County.

WITNESSED my hand and official seal this 9 day of Jan. 1975.

Fee 2.50

[Signature]
Notary Public

SATISFACTION and CANCELLATION

TO: Desoto Chancery Clerk, Quitman County, Mississippi or Deputy Clerk

You are hereby authorized and directed to mark satisfied and cancelled, the following Deed of Trust (s) or Contract (s) of record in your office;

<u>NAME OF PURCHASER</u>	<u>DATE OF INSTR</u>		
<u>Robert Seymour</u>		Book <u>177</u>	Page <u>235</u>
_____		Book _____	Page _____
_____		Book _____	Page _____

The indebtedness secured by said instrument(s) was never assigned by us to anyone and has been paid in full.

Witness our signature, this the 10th day of January, 1975.

Citizens Bank & Trust Co.
Bob Gordon
Per _____

STATE OF Mississippi
COUNTY OF Quitman

Personally appeared before me the undersigned authority in and for said County in Said State, the within named _____

Bob B. Gordon
who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of January, 1975.



David R. [Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 467 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Jan 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson CLERK

PREPARED BY: *SM*
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

DEED OF TRUST

D-34977-SR
THIS DEED OF TRUST is made this 7th day of JANUARY, 19 75, among the

Grantor, STANLEY WIYGLE AND WIFE, FANNIE L. WIYGLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT-ARNOLD ROAD, MEMPHIS, TENN. (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 555, SECTION B, SOUTH 1/4, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at an iron pipe in the west line of Tulane Road 415 Feet southeastwardly from the point of intersection of said west line and the south line of Fair Meadows Drive; thence southeastwardly 72 feet with the west line of Tulane Road to a point, the northeast corner of lot 556; thence southwestwardly 119.5 feet with the north line of lot 556 to a point; thence northwestwardly 67.5 feet to a point, the southwest corner of lot 554; thence northeastwardly 120 feet with the south line of lot 554 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 13, 1974.

The holders of the indebtedness described herein shall have the option at any time to require Grantor to pay to the Holders of the indebtedness in addition to and pursuant to the ordinary installment of principal and interest and money set aside and placed in escrow, a sum equal to one-tenth of the amount of the indebtedness then due in the event the title of the indebtedness is not paid in full by the date of maturity of the indebtedness; and such sum to be held in escrow without liability on the part of the Holders of the indebtedness for interest thereon and to be paid in payment of said indebtedness when due and payable, if the same is not paid at any time in accordance with the terms hereof, and if not so paid, the same shall be a part of the principal of said indebtedness.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY TWO THOUSAND AND NO/100----- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Stanley Wiygle
STANLEY WIYGLE - Borrower

Fannie L. Wiygle
FANNIE L. WIYGLE - Borrower

7191 TULANE ROAD
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named STANLEY WIYGLE AND WIFE, FANNIE L. WIYGLE who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 7th day of JANUARY, A.D., 1975.

My Commission expires: _____
Notary Public *Gene Landry*

My Commission Expires Oct. 18, 1977

DeSOTO COUNTY STATE OF MISSISSIPPI, DeSOTO COUNTY

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 05 minutes P.M. 9 day of Jan 1975, and that the same has been recorded in Book 182 Page 469 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Jan 1975.
Fees \$ 6.00 pd.

SEAL *H. P. Ferguson* CLERK

326058

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desota COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Trust Deed executed by Larry D Gladden to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 247 of Book Number 136 of the Record of Deeds or Deeds of Trust in your office.

This 26 day of Dec., 1974.

THE FIRST NATIONAL BANK OF MEMPHIS

By Art Barnett

Art Barnett Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Art Barnett Operations Officer who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as his act and deed.

Given under my hand and official seal, this 26 day of Dec., AD, 19 74.

Anna L. Lippert
Notary Public
MY COMMISSION EXPIRES NOV. 23, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 473 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Jan 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson, CLERK

474

CANCELLED BY AUTHORITY RECORDED IN BOOK
238 PAGE 193
THIS 15 DAY OF Feb 1978

DEED OF TRUST

Joe F. Motroni and Barbara L. Motroni

Grantors: _____
Lender: Dial Finance Company of Mississippi
Trustee: Gerald W. Craig
Total of Payments: \$926.65 Finance Charge: \$ 2170.62 Amount Financed: \$ 4756.02 Number of Monthly
Instalments: 48 First Instalment Due Date: 1/17/75 19 74 Annual Percentage Rate (Agreed Rate of Charge): 19.71%

This Deed of Trust, made this 6th day of December 19 74 witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in Desoto County, State of Mississippi

Beginning a a point in the East line of Whitworth Cove (50' wide) at 569.09' East of the East line of Whitworth Street (50' wide), as measured along the North line of Whitworth Cove, said point of Beginning being the Southwest corner of Lot 377; Thence southeastwardly along the curving radius of Whitworth Cove 44.2' to a point; Thence southeastwardly along the line dividing lots 376 & 375 a distance of 129.15 to the southeast corner of Lot 397; Thence northwestwardly along the line dividing lot 376 from lots 396 and 397 a distance of 151.13' to the southeast corner of lot 377 Thence southwestwardly along the line dividing lots 376 and 377 a distance of 125.2' to the point of beginnins in the east line of Whitworth Cove.

Section B, Southaven Subdivision, Section 23, Township 1 South, Range 8 West.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written

Joe F. Motroni SIGN HERE
Barbara L. Motroni SIGN HERE

STATE OF MISSISSIPPI)
COUNTY OF Desoto) SS. Joe P. Motroni and Barbara L.

Personally appeared before me, the undersigned authority, the within named Motroni who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 6th day of December 19 74
My commission expires December 18, 1978 T.A. Claver NOTARY PUBLIC

This instrument was prepared by B. Thompson of Dial Finance Company of Mississippi 6125 Millbranch Southaven, Ms Mississippi.

743 F74 MS P. J. Sa

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 474 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Jan 1975.
Fees 2.50
H. P. Ferguson CLERK

Partial Release of this Instrument Recorded in
 Book 189 Page 481 Real Estate TID
 Book 189 Page 145 Real Estate TID
 No. 192 Page 71 This 13 day of August 19 75
 H. S. Ferguson Clerk H. S. Ferguson

FOR REAL ESTATE CHATTEL OR BOTH

Reeves-Williams, Inc.,
 a Mississippi corporation
 To { DEED OF TRUST
 The Hernando Bank

THIS INDENTURE, Made this 9 January 1975
 between Reeves-Williams, Inc., a Mississippi corporation
 and The Hernando Bank

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y
 of the second part in the sum of Forty Thousand and no/100 (\$40,000.00) Dollars
 due and repayable on or before July 8, 1975 with interest thereon as specified in the
 promissory note of even date herewith

and any further amount that the party of the second part may furnish the party of the first part during the life of this instrument
Thirty Thousand Dollars (\$30,000.00) not to exceed
 and the part Y of the first part having agreed to secure the prompt
 payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y
 of the first part paid by William L. Rone Trustee, the part Y of the first part has S this day granted,
 bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
 products of every kind that may be cultivated or sown to be cultivated, or land used or to be used for the purpose of raising stock of every kind and

This Deed of trust is secured by a promissory note of even date herewith on
 Lots 1 through 17, Oak Grove Subdivision, revised plat in Sections 13,
 Township 3 South, Range 8 West, and Section 24, Township 3 South, Range 8
 West, as shown on the recorded Plat of record in Plat Book 13, page 38
 in the office of the Chancery Clerk of DeSoto County, Mississippi and
 more particularly described as follows: Lots 1 through 14, Oak Grove
 Subdivision, Revised Plat in Section 13, Township 3 South, Range 8 West
 as the same appears of record in Plat Book 13, page 38 in the office
 of the Chancery Clerk of DeSoto County, Mississippi.

Lot 15 in Section 13-3-8 and 24-3-8 as the same appears of record in
 Plat Book 13, page 38 in the office of the Chancery Clerk of DeSoto County,
 Mississippi.

Lots 16 and 17, Oak Grove Subdivision, Revised Plat, in Section 24, Township
 3 South, Range 8 West as the same appears of record in Plat Book 13, page 38
 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors herein reserve the right to pay any part of or all of the above indebtedness
 before maturity without penalty.

A failure to pay said indebtedness when due shall operate to cause the entire unpaid
 indebtedness together with interest thereon to become immediately due and payable at the
 option of the owner and holder of said note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
 session of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness
 on or before the due date thereof as stated above, then this instrument to be null, but in default thereof the said Trustee
 shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
 sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
 shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y
 of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part
 assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness signature the date written above.
 Reeves-Williams, Inc.
 By John A. Reeves, President
Robert M. Williams, Jr., Vice-Pres.

STATE OF MISSISSIPPI, DESOTO COUNTY
 Personally appeared before me the undersigned authority
John A. Reeves, as President and Robert M. Williams, Jr., as Vice President of Reeves-
Williams, Inc., they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, they being
 authorized to do so.
 Given under my hand and official seal, this 9 day of January 1975

MY COMMISSION EXPIRES MARCH 1976
 (SEAL)
 By Arsal Bethune Clerk
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
No minutes A.M. 10 day of Jan 1975, and that the same has been
 recorded in Book 182 Page 475 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 10 day of Jan 1975.
 Partial Release of this Instrument Recorded in
 Book 182 Page 475 Real Estate TID
 No. 192 Page 75
 This 15 day of Oct 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 190 Page 359 Real Estate TID
 No. 190 Page 359
 This 11 day of Sept 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 190 Page 355 Real Estate TID
 No. 190 Page 355
 This 11 day of Sept 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 190 Page 10 Real Estate TID
 No. 190 Page 10
 This 2 day of Sept 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 191 Page 640 Real Estate TID
 No. 191 Page 640
 This 10 day of Oct 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 190 Page 80 Real Estate TID
 No. 190 Page 80
 This 3 day of Apr 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 190 Page 483 Real Estate TID
 No. 189 Page 483
 This 15 day of Aug 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Book 191 Page 454 Real Estate TID
 No. 191 Page 454
 This 3 day of Oct 1975
 H. S. Ferguson Clerk

Partial Release of this Instrument Recorded in
Book 189 Page 466
This 25 day of Aug. 1975
No. 192 Page 50
This 13 day of Oct 1975

CANCELLED BY AUTHORITY RECORDED IN BOOK 186 PAGE 199
FOR REAL ESTATE, CHATTEL OR BOTH
THIS 11 DAY OF 1976

Reeves-Williams, Inc.,
a Mississippi corporation
To DEED OF TRUST
A. W. Bouchillon,
Beneficiary

THIS INDENTURE, Made this 9th day of January 1975
between Reeves-Williams, Inc., a Mississippi corporation
and A. W. Bouchillon

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Fifteen Thousand Two Hundred Dollars (15,200.00) with interest as provided in said note with said indebtedness to be due and payable on or before January 9, 1976.

Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William L. Rone Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that...

This deed of trust is secured by a promissory note of even date herewith on Lots 1 through 17, Oak Grove Subdivision, Revised Plat, in Sections 13, Township 3 South, Range 8 West and Section 24, Township 3 South, Range 8 West, as the same appears of record in Plat Book 13, page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi and more particularly described as follows:

Lots 1 through 14, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West as the same appears of record in Plat Book 13, page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Revised Plat
Lot 15 in Oakgrove Subdivision, in Section 13, Township 3 South, Range 8 West and Section 24, Township 3 South, Range 8 West as the same appears of record in Plat Book 13, page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 16 and 17, Oak Grove Subdivision, Revised Plat, in Section 24, Township 3 South, Range 8 West as the same appears of record in Plat Book 13, page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors herein reserve the right to pay any part of or all of the above indebtedness before maturity without penalty.

A failure to pay the said indebtedness when due shall operate to cause the entire unpaid indebtedness, together with interest thereon, to become immediately due and payable at the option of the owner and holder of said note.

It is understood and agreed between the parties hereto that this instrument is second and subordinate to that certain Deed of Trust and note executed by the Grantors herein to The Hernando Bank of even date herewith on the above described security.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 9th day of January 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.
Reeves-Williams, Inc.
By John A. Reeves, President
Robert M. Williams, Jr., Vice-Pres.

STATE OF MISSISSIPPI, DESOTO COUNTY
I, John A. Reeves, as President and Robert M. Williams, Jr., as Vice-Pres. of said County, the within named Inc., who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, they being authorized so to do.

Given under my hand and official seal, this 9th day of January 1975.
MY COMMISSION EXPIRES MARCH 24, 1976
By Sarah Bethune
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me,
I certify that the within instrument was filed for record at 10 o'clock No minutes A. M. 10 day of Jan 1975, and that the same has been recorded in Book 182 476 of partial Release of this Instrument Recorded in Book 182 476 of REAL ESTATE TRUST DEEDS

Partial Release of this Instrument Recorded in Book 190 Page 313 This 11 day of Sept 1975
Partial Release of this Instrument Recorded in Book 190 Page 314 This 11 day of Sept 1975
Partial Release of this Instrument Recorded in Book 192 Page 19 This 13 day of Oct 1975

Partial Release of this Instrument Recorded in Book 189 Page 465 This 25 day of Aug. 1975

Part 1 of Oak Grove Sub. is hereby released from this Trust Deed This 16 26 day of August, 1975

Partial Release of this Instrument Recorded in Book 190 Page 9 This 2 day of Aug 1975

Partial Release of this Instrument Recorded in Book 191 Page 52 This 11 day of Oct 1975

Partial Release of this Instrument Recorded in Book 189 Page 50 This 13 day of Oct 1975

Partial Release of this Instrument Recorded in Book 189 Page 50 This 13 day of Oct 1975

Partial Release of this Instrument Recorded in Book 189 Page 50 This 13 day of Oct 1975

476

Set 5

Lot 9

Lot 10

Lot 12

Lot 4

17874

BSB#178741

50168

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Robert G. Barnett

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed, have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed, are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Tendell W. Camburn and wife, Mildred B. Camburn	12-4-61	Book 59 Page 418	Lot 168, Section A, Southaven, S/ D.

NOW, THEREFORE, in consideration of the promises the undersigned The Bowery Savings Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, The Bowery Savings Bank the legal owner, S and holder S of the notes described in and secured by said trust deed, and that they grantor S that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said The Bowery Savings Bank hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 9th day of December 19 74

F. O. ABBEY DEPUTY MORTGAGE OFFICER
Frederick H. Brackett DEPUTY MORTGAGE OFFICER

STATE OF TENNESSEE
COUNTY OF SHELBY
On this _____ day of _____ 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____ 19____ Notary Public

STATE OF ~~MISSISSIPPI~~ NEW YORK
COUNTY OF ~~DESO TO~~ NEW YORK
Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Frederick H. Brackett with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the DEPUTY MORTGAGE OFFICER of the THE BOWERY SAVINGS BANK and who, upon oath, acknowledged himself to be the DEPUTY MORTGAGE OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by his DEPUTY MORTGAGE OFFICER

WITNESS my hand and seal at office in New York, New York this 9th day of December 19 74

My commission expires _____ day of _____ 19____ Notary Public
MERLIN F. MEYER
NOTARY PUBLIC, State of New York
No. 24-268285
Qualified in Kings County
Term Expires March 30, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes 4 M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Jan 1975.

Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

477-A

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Mathew W. Lipscomb, Edward F. Crenshaw and T. E. Gullege to H. A. Mitchell and C.R. Watson, Jr., Trustee^S for the use and benefit of Union Planters National Bank of Memphis, dated April 28, 1967, and recorded in Book 94, page 385, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned UNION PLANTERS NATIONAL BANK OF MEMPHIS, as lawful holder of the indebtedness ~~as Trustee in said Deed of Trust in accordance with the direction by the holder of the indebtedness~~, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said UNION PLANTERS NATIONAL BANK OF MEMPHIS has ~~caused its corporate name signed hereto by and through its proper officers duly authorized so to do~~ this the 8th day of January, 19 75.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

BY: [Signature] Vice President
[Signature] Assistant Vice President

STATE OF
 COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named _____, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this _____ day of _____, 19 _____

Notary Public

My commission expires:

STATE OF TENNESSEE
 COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said State and County, the within named J.L. McGinnis Vice President and King Shurtleff Assistant Vice President, known to me to be the Vice President and Assistant Vice President

respectively of UNION PLANTERS NATIONAL BANK OF MEMPHIS, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of UNION PLANTERS NATIONAL BANK OF MEMPHIS, after being duly authorized so to do.

Given under my hand and seal this 8th day of January, 19 75

My commission expires:

MY COMMISSION EXPIRES MAY 25, 1974



[Signature]
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock No minutes P M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 10 day of Jan 1975.

Page 250

[Signature]

FOR REAL ESTATE, CHATTEL OR BOTH

W.E. Wilroy, et al,
Grantors
To { DEED OF TRUST
William F. Hagan, Trustee
for Lillian D. Rasco,
Beneficiary

THIS INDENTURE, Made this 10th day of January 1975
between W.E. Wilroy and W.E. Wilroy, Jr., parties
of the first part,
and Lillian D. Rasco, Party
of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party Y of the second part in the sum of Twelve thousand dollars (\$12,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from date, repayable in 12 annual principal installments of \$1,000.00 each with the first payment being due and payable on or before January 10, 1976, and one payment is due and payable on or before January 10th of each consecutive succeeding year thereafter until all payments are paid. All interest is due and payable annually.

and my further amount that the party of the second part may furnish the party of the first part during the year 1975 or extend and the party ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. All of the agricultural products of every kind that now has on hand, and all the crops of every kind to be grown by the said party of the first part, or any lands working with or under, whether arable or tenant or otherwise, during the year 1975 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Parts of Lot 90 and 91 in the Town of Hernando, in Section Thirteen (13), Township Three (3), Range Eight (8) West, more particularly described as beginning at the Northeast corner of Lot 91, which point is the northeast corner of the Scott Building and 29.8 feet south of center of the concrete in Center Street; thence south along the east line of Lot 91, 25.0 feet to the Northeast corner of the Wilroy Building; thence Westwardly along the North line of said Wilroy Building 66.2 feet to a point; thence Southwardly 2.9 feet to a point; thence westwardly along the north line of said Wilroy Building 28.4 feet to a point; thence northwardly along the west line of said Scott Building 28.0 feet to a point being the northwest corner of said Scott Building; thence Eastwardly along the north line of said Scott Building 94.6 feet to the point of beginning, and being the same land conveyed by George E. Scott to W.E. Wilroy and W.E. Wilroy, Jr. by deed of date May 10, 1962, and recorded in Book 52, Page 609 of the Deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness to the Trustee the day of as aforesaid then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be returned to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part or his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Witness

W.E. Wilroy
W.E. Wilroy, Jr.

STATE OF MISSISSIPPI, DESOTO COUNTY. the undersigned authority of said County, the within named
Personally appeared before me W.E. Wilroy and W.E. Wilroy, Jr.

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 10th day of January 1975
MY COMMISSION EXPIRES: (SEAL) 11-11-76 By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 478 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 10 day of Jan Paid, Satisfied and Cancelled
Fees \$ 20 pd. This 20 day of January 1975

H. P. Ferguson, CLERK
Attest H. P. Ferguson
Clerk of Court
By R. H. Rasco

499

MISSISSIPPI POWER OF ATTORNEY

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of, and cancel of record, a certain Deed of Trust executed by William E. South and wife, Katherine Ann South

to George R. Fulton, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 363 of Book 51 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 17th day of December, 1974

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By [Signature]
K.J. Binkley Asst. Vice President

APPROVED

State of New York }
County of New York }

On this 17th day of December, 1974, before me a Notary Public in and for the County and State, personally came K.J. Binkley of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, to me personally known, who, being by me duly sworn, did say that he is a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

[Signature]

WYVAN LATENPA
Notary Public, State of New York No. 037433120
Qualified in DeSoto County
Certificate Filed New York County Clerk
Commission Expires March 30, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 5 o'clock No minutes P M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 479 of the Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 10 day of Jan 1975.

Fees \$ 20

[Signature] CLERK

No. Page 480

FOR REAL ESTATE, CHATTEL OR BOTH

Roy Hoover, et ux,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
W.E. Manning,
Beneficiary

THIS INDENTURE, Made this 9th day of January, 1975
between Roy Hoover and wife, Audrey Fay Hoover, parties
and W.E. Manning, party

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Five thousand six hundred dollars (\$5,600.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from date, repayable in ten (10) equal annual installments of \$560.00 each with the first installment being due on or before January 9, 1976, and one payment is due and payable on or before the 9th day of each consecutive succeeding January thereafter until all payments are paid. Interest to be paid annually.

and say further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed and the part 100% of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part 100% of the first part paid by W.E. Wilroy Trustee, the part 100% of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on the land, and all the crops of every kind to be grown by the family, or any hands working with or under the direction of the said party of the second part, on the land that is described as follows:

Four (4) acres, more or less, in the southeast quarter of Section 8, Township 4, Range 8 West, described as beginning at a point on the south line of said Section 32.70 chains west of the southeast corner of said section, and running north 18° east 6 chains to a stake, thence west 7 chains to a stake, thence south 18° west with middle of road 6 chains to a stake on section line, thence east on section line 7 chains to the point of beginning and being known as Tract No. 2 in that certain Deed of date November 27, 1951, from W.W. Lambeth, Grantor, to W.E. Manning, Grantee, of record in Book 38, Page 522 of the Deed records of DeSoto County, Mississippi.

If default be made in the payment of any payment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this trust deed.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part 100% of the first part promptly pay the above stated indebtedness on or before the 10th day of January 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part 100% of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part 100% of the second part his assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness OUR signature S the date written above.
Roy Hoover
Audrey Fay Hoover

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority
Roy Hoover and wife, Audrey Fay Hoover, of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 10th day of January 1975
MY COMMISSION EXPIRES: 8-11-76 (SEAL)
By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A.M. 13 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 481 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this 13 day of Jan 1975.

2,50
H. P. Ferguson
Paid, Satisfied and Canceled
This 10th day of Jan 1975
The Notary
Trusted
Attest
W. B. Ferguson
Chancery Clerk
D. Woolfolk, D.C.

Murdock LOANS—WEST POINT, INC.

322 HIGHWAY 48 NORTH • WEST POINT, MISSISSIPPI 39773

RELEASE

STATE OF MISSISSIPPI
COUNTY OF DESOTO
TO THE CHANCERY CLERK OF DESOTO COUNTY

You are herewith empowered and directed to release and cancel upon the public records of DeSoto County, Mississippi, a certain deed of trust executed by Carl and Carolyn Schmidt in favor of INTERNATIONAL REDISCOUNT CORPORATION, same being recorded in Land Mortgage Record No. 168 on page 563.

The indebtedness secured by said trust deed has never been transferred or assigned by me to anyone and has been fully paid to me.

Witness my signature this the 30th day of December 1974
C R Grant

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law, the within named C R Grant, who acknowledged that he signed and delivered the foregoing release on the date therein mentioned and for the purpose therein stated.

Given under my hand and official seal, this the 30th day of December 1974.



Mrs Emilee Wilson
Notary Public

My Commission Expires June 23, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 13 day of Jan. 1975, and that the same has been recorded in Book 182 Page 482 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 13 day of Jan. 1975.

Fee 2.50

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 3rd day of December 19 69, made and executed by Edward Mays and wife
Elnora Mays of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 114 on page 461
of the Record of Trust Deeds, on the 31st day of December, A. D. 19 69, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, A. Henry Miller
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7th day of January A. D. 1975
A. Henry Miller
My Comm. Expires Nov. 6, 1976



LAWRENCE-GREENWOOD 17344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 13 day of Jan 1975, and that the same has been
recorded in Book 182 Page 483 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Jan 1975.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C. , that certain Deed of Trust
executed by

Ronald Wayne McKnight and wife, Norma Jean McKnight
to G. L. Oates , Trustee for the use and benefit of Wortman &
Mann, Inc. beneficiary on the 12th day of December, 1974 encumbering
certain lands in the County of DeSoto , State of Mississippi,
which said Deed of Trust is recorded in Book 182 at Page 87
in the Office of the Chancery Clerk of DeSoto County
Mississippi , all our right, title and interest in and to
said Deed of Trust and the lands described therein, together with the
indebtedness in the original principal amount of \$ 29,150.00 thereby
secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be
executed by its duly authorized officers, and its corporate seal to be
affixed thereto on the 10th day of January, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: Charles M. Kelly
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the
aforesaid jurisdiction, the within named Thomas J. Tompkins and
Charles M. Kelly , who acknowledged that they, as Vice President
and Vice President respectively, for and on behalf of and by
authority of said Wortman & Mann, Inc, signed and delivered the above
and foregoing instrument and affixed the corporate seal of said corporation
thereto on the day and year therein mentioned for the intent and purpose
therein expressed.

Given under my hand and official seal of office, this 10th day of
January, 1975

My Commission Expires Aug. 2, 1975

[Signature]
Notary Public

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the instrument was filed for record at 11 o'clock
no minutes A. 13 484 Jan. 1975 and that the same has been
182 484 Jan.

2.50

[Signature]
Jan.

Paid, Satisfied and Cancelled

This 28th day of Feb 19 75

George S. McIngvale
Trustee

485

FOR REAL ESTATE, CHATTEL OR BOTH

DAISY M. HOOD RAY

To DEED OF TRUST

JANE N. ZACHARY

THIS INDENTURE, Made this 9th day of January 19 75
between Daisy M. Hood Ray

and Jane N. Zachary

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Four Hundred Dollars (\$400.00) evidenced by

a promissory note of even date, due and repayable on or before April 1, 1975

and any further amount that the party of the second part may demand of the party of the first part during the year 1975, not to exceed the amount of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised, and all the crops of every kind to be grown by the party of the first part, or any hands working with or under the party of the first part, or any cultivate, or cause to be cultivated, on land hereunto devised and all the proceeds of the sale of any kind and

Lot 331, Section C, Buena Vista Lakes Subdivision as per plat thereof recorded in Plat Book 5, Page 18 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8, DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, unencumbered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below provided. Should the party of the first part promptly pay the above stated indebtedness on or before the 1st day of April 19 75, then this instrument is to void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be returned to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the party of the second part, her assigns or legal representatives, may at any time appoint a Trustee in lieu of the said

Witness BY signature the date written above: *Daisy M. Hood Ray*

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority

Daisy M. Hood Ray

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN under my hand and official seal, this 9th day of January 19 75

My Commission Expires Jan 21, 1975

My Commission Expires:

Agnes Weatherly
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock

10 minutes P.M. 13 day of Jan. 1975, and that the same has been recorded in Book 182 Page 485 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Jan. 1975.

Fees \$2.50 pd.

SEAL *H. P. Ferguson*, CLERK

486

Assignment of this instrument recorded in
Real Estate T/D Book
No. 183 Page 1
This the 24 day of Jan 19 75
A.B. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 241 Page 349
This the 19 day of April 19 79
A.B. Ferguson Clerk

STATE OF MISSISSIPPI
PHA FORM NO. 2135M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

D-34992-SR
THIS DEED OF TRUST, made and entered into this 3rd day of JANUARY, 19 75,
by and between

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

RICHARD D. SORRELL AND WIFE, DEBRA ANN SORRELL
, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 570, SECTION B, SOUTH HALF, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the south line of Fair Meadow Drive 115 feet northeastwardly from the point of intersection of said south line and the east line of Tulane Road; thence northeastwardly 65 feet with the south line of Fair Meadow Drive to a point, the northwest corner of lot 571; thence southeastwardly 115 feet with the west line of lot 571 to a point in the north line of lot 572; thence southwardly 50 feet with the north line of lot 572 to a point in the east line of lot 568; thence westwardly 49.5 feet with the east line of lot 568 to a wooden stake in the southeast corner of lot 569; thence northwestwardly 115 feet with the east line of lot 569 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 20, 1974.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

NATIONAL MORTGAGE COMPANY, a corporation organized
and existing under the laws of STATE OF TENNESSEE, the payment
of a certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND
FIVE HUNDRED AND NO/100----- Dollars (\$ 25,500.00----), with interest from date
at the rate of SEVEN AND 3/4----- per centum (7-3/4---- %) per annum on the balance remaining from
time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED EIGHTY
TWO AND 84/100----- Dollars (\$ 182.84-----), commencing on the first day of
FEBRUARY, 19 75, and on the first day of each month thereafter until principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on
the first day of JANUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY RECEIVED IN BOOK
383 MEN 20
THIS 18 DAY OF NOV 19 86
A.B. Ferguson
Chancery Clerk DS.

(b) A sum equal to the ground rents, if any, next due plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Richard D. Sorrell
RICHARD D. SORRELL

Debra Ann Sorrell
DEBRA ANN SORRELL

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me M. Val Jean, the undersigned Notary public in and for the said County, the within named RICHARD D. SORRELL and DEBRA ANN SORRELL, his wife, who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 3rd day of JANUARY, 19 75

By Commission Expires July 3, 1976

M. Val Jean

STATE OF MISSISSIPPI } ss:
COUNTY OF Desoto

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 1:25 o'clock P. M., on the 14 day of Jan, 19 75 and was recorded in Vol. 182, Page 486, Record of Deeds, pages 13, on the day of Jan, 19 75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 13 day of Jan, 1975, and that the same has been recorded in Book 182 Page 486 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 13 day of Jan, 1975.

Fee \$ 5.00

H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Odell Scott, et ux,
Mergie Scott
To { DEED OF TRUST
Maxine Scott Johnson and
Husband, H. Mitchell
Johnson

THIS INDENTURE, Made this 2nd day of January 19 75
between Odell Scott and his wife, Mergie Scott, Parties

and Maxine Scott Johnson and husband, H. Mitchell Johnson, Parties
of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Seven Thousand, Five Hundred Dollars (\$7,500.00) evidenced by their one note of even date herewith for said amount and due in eight annual installments of principal, the first seven being in the amount of \$1,000.00 each and the final installment being in the amount of \$500.00, and with one of said installments due on or before 1,2,3,4,5,6,7, and 8 years after date, respectively, and with each of said installments bearing 8% interest per annum, payable annually from date until paid, said interest being payable annually on the total unpaid principal balance.

and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by F. C. Holmes, Jr., Trustee, the part ies of the first part ha VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

An undivided 3/4 interest in and to the lands situated in DeSoto County, Mississippi, described as follows, to-wit:
One (1) acre, situated in the Southwest Quarter of Section Nineteen (19), Township Three (3), Range Seven (7) West, and more particularly described by metes and bounds, as follows, to-wit: Beginning at a point on the West line of said Quarter Section that is 1,056 feet South of the Northwest corner of said Quarter Section; thence East 208 feet to a stake; thence South 208 feet to a stake; thence West 208 feet to a stake in the West line of said Quarter Section; thence North with the West line of said Quarter Section, 208 feet to the point of beginning, and containing 1 acre, more or less, and together with all buildings and improvements thereon located, SUBJECT HOWEVER to the reservation of one-half of all the oil and gas rights in and to said lands, as reserved by James M. Meagher and others, in deed of record in Book 42, Page 59 of the Deed Records of DeSoto County, Mississippi.

Said interest in said lands is the same that was conveyed to First Parties by Second Parties by warranty deed of this date, and this is a purchase money deed of trust securing the payment of the entire purchase price for said interest and this is a first and paramount lien against the same.

The aforementioned note has full pre-payment privileges without any penalty, but said note provides, and First Parties hereby agree, that the failure to pay any one of said principal installments when due, or said annual interest, is to operate at the option of the owners or holders of said note to mature the entire indebtedness and the same may be declared at once due and payable.

First Parties further understand and agree that they are to keep the dwellinghouse located upon said lands insured against losses by fire or windstorm in an amount satisfactory with Second Parties, and with said insurance policy to carry proper mortgagee clause in favor of Second Parties as to an undivided 3/4 interest in and to said dwelling house.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness and interest, all in the manner hereinbefore provided, this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part

their assigns or legal representatives, can at any time appoint a Trustee to act in his or her stead.
Witness our signatures the date written above.
Odell Scott
Mergie Scott

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned Chancery Court Clerk of said County, the within named Odell Scott and his wife, Mergie Scott,

who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 10th day of January 19 75.
My Commission Expires January 5, 1976.
H. G. Ferguson Clerk
E. Miller D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
I, said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 35 minutes A.M. 10 day of Jan 1975, and that the same has been recorded in Book 182 Page 489 records of Real Estate Trust DEEDS of said County.

Witness my hand and seal this the 14 day of Jan 1975.
Fees \$ 26 pd.

SEAL H. G. Ferguson Satisfied and Cancelled this 11 day of Feb 19 76
Mergie Johnson
H. Mitchell Johnson
Attest H. G. Ferguson Chancery Clerk by E. Miller D. C.

490

PREPARED BY:
SIDNEY M. KATZ, ATTY.
41 KENNEDY ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Charles E. Hinds and wife, Dorothy B. Hinds to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated December 12th, 19 74, securing a note in the sum of \$ 26,200.00, recorded in Book 182, Page 363, of the office of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 26,200.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of February, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereto affixed on this the 8th day of January, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 8th day of January, 19 75.

My Commission Expires Sept. 13, 1977

Judith Corbitt
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 25 minutes PM, 13 day of Jan, 1975, and that the same has been recorded in Book 182 Page 490 records of real estate trust DEEDS of said County.

Witness my hand and seal this the 14 day of Jan, 1975.

Fees \$ 2.00

H. B. Serquea

TRUST DEED

THIS INDENTURE, made this the 31st day of December, 1974, between BEN SMITH ENGINEERING COMPANY, INC., Party of the First Part, and FIRST NATIONAL BANK, Southaven, Mississippi, Party of the Second Part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of FIVE THOUSAND TWO HUNDRED TWENTY-FOUR and 38/100 DOLLARS (\$5,224.38), with interest from date at the rate of Thirteen percent (13%) per annum, and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 87, Hernando Estates Subdivision, Section B, in Section 7, Township 3, Range 7, as shown on the recorded Plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Court of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 173, Page 507, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS my signature the date written above.

BEN SMITH ENGINEERING CO. INC.

By: Ben W. Smith
Ben W. Smith, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Ben W. Smith, who acknowledged that as President for and on behalf of and by authority of Ben Smith Engineering Co., Inc., he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 31st day of December, 1974.

My Commission expires: 5-7-77

My Commission Expires May 7, 1977

Bennis J. Ingram
Bennis J. Ingram
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 55 minutes A.M. 17 day of Jan 1975, and that the same has been recorded in Book 182 Page 491 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of Jan 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

492

Jim Amos

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hernando Bank, Hernando, Mississippi, does hereby release from the lien of the Deed of Trust given by James E. Youngblood, Robert S. Curbo, C. W. Kelly, Carl Gargano and Johnny A. Wallace, to James W. Amos, Trustee for the benefit of The Hernando Bank, which Deed of Trust is dated the 1st day of February, 1974, and recorded in Deed of Trust Book 171, Page 135, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 9, 10, 11, 12, & 13, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 171, Page 135, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of The Hernando Bank, by its duly authorized officer, this the 4th day of January, 1975.

THE HERNANDO BANK

By *A. S. Ballard, Jr.*
A. S. BALLARD, JR., PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named A. S. BALLARD, JR., PRESIDENT of THE HERNANDO BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 4th day of January, 1975.

My commission expires:

My Commission Expires Jan. 7, 1978

Elois M. Burke
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 492 of the Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 14 day of Jan 1975.

Fees 2.00

H. P. Ferguson

406 PAGE 642
30 June 87
H. G. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

Milton W. Jones, III et ux,
Grantors

To DEED OF TRUST
W. E. Wilroy, Trustee for
The Hernando Bank,

Beneficiary

100 Dollars (\$27,500.00)
date herewith bearing interest at the rate of 9% per annum from date, due and payable on
or before December 15, 1975.

THIS INDENTURE, Made this 31st day of December 1974
between Milton W. Jones, III and wife, Patricia Ann Jones,
parties
and The Hernando Bank, Hernando, Mississippi, party

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party
of the second part to the sum of Twenty Seven Thousand Five Hundred and No/
evidenced by their one promissory note of like amount and even
date herewith bearing interest at the rate of 9% per annum from date, due and payable on
or before December 15, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the life of this Trust Deed
\$38,000.00 and the parties of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part
paid by W. E. Wilroy Trustee, the parties of the first part have this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that now by us have and all the crops of every kind to be grown by us
lands, or any lands, or cause to be cultivated, as land, or to be cultivated, or otherwise, during the year 1975, in the land that
may cultivate, or cause to be cultivated, as land, or to be cultivated, or otherwise, during the year 1975, in the land that
forming improvements of every kind and

LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:
Part of Northwest Quarter Section 15, Township 3, Range 8 West, BEGINNING at a point in South
right of way of State Highway 304, said point being 189.4 feet east of west line Section 15,
Township 3, Range 8 West; thence east along said right of way 432.3 feet to northeast corner
of the M. W. Jones, Jr. tract; thence at an interior angle of 89° 22' southwardly along said
Jones east line and Banks & Co. west line 2015.1 feet to the southeast corner of the Jones
tract; thence at an interior angle of 91° 02' west along said Jones south line and said Banks
& Co. north line 432.3 feet to an iron pin; thence at an interior angle of 88° 58' north and
parallel to said Jones east line 2018.1 feet to the point of beginning and containing 20.0
acres, more or less, as shown by plat of survey of J. E. Lauderdale, C.E., dated January 27,
1973, being same land conveyed to Milton W. Jones, III, et ux by deed of date July 31, 1973,
and recorded in Book 106, Page 316 of the deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against
loss by fire and windstorm in a standard insurance company with proper mortgage clause in
favor of second party in an amount that will fully protect the security of this loan, and
that this trust deed shall cover any premiums that may be paid by second party for the
protection of this security. It is further agreed that any taxes paid on said property by
party of the second part are fully covered by this trust deed.

This Trust Deed is second, junior, and inferior to that certain Trust Deed dated December
27, 1973, and of record in Book 169, Page 509 of the real estate records of DeSoto County,
Mississippi and Trust Deed dated February 21, 1974, and of record in Book 172, Page 62 of
the real estate records of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness
on or before the ~~xxx~~ as aforesaid ~~xxx~~ then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the parties
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the parties of the second part
its assigns or legal representatives, can at any time appoint a Trustee to carry out the trust herein provided.

Witness OUR signature S the date written above.
Milton W. Jones, III
Patricia Ann Jones

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority
Milton W. Jones, III and wife, Patricia Ann Jones
of said County, the within named
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of January 1975
My Commission Expires: (SEAL) Elias M. Barber Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me
STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
40 minutes A.M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 493 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 28 pd.
SEAL H. G. Ferguson, CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4
DEED OF TRUST AND SECURITY AGREEMENT
Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Kathryn McCarson

a (an) Individual
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1, Box 73A
(Street)

Walls, DeSoto Mississippi
(City) (County) (State)

said address being Debtor's residence
(Place of Business—Residence)

H. E. Garner Trustee, of the second part,
hereinafter designated as Trustee; and

Bank of Walls, Branch Office-Tunica County Bank, Walls, Mississippi,
of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of thirty-four hundred twenty-eight & 64/100 Dollars (\$3428.64) evidenced by one promissory note of even date here-
with in favor of Bank, bearing interest at the rate of 6 per centum per annum after date,
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit: 36 monthly payments of \$95.24 each.

WHEREAS, Debtor desires to secure the prompt payment at maturity of the aforesaid indebtedness,
as well as any extension of the same, or any part thereof, and any other or further indebtedness in the
way of future advances hereunder, or otherwise, that the Debtor, or either of them, may now or hereafter
owe Bank, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar
(\$1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby
convey and warrant unto Trustee the following described land located in the County of DeSoto,
State of Mississippi, to-wit: 14 acres, more or less, in the west half of Section 35, Township 1,
Range 9 described as commencing at a point on the north-south half section line 1,862.6
feet north of the south line of said Section 35 (which point is the northeast corner of
McCarson Subdivision as recorded in Plat Book 4, Page 7 in the office of the Chancery
Clerk of said County); thence south 85 degrees 00 minutes west 350 feet to the point
of beginning of the herein conveyed tract (which point is the southwest corner of Wilhite's
4.97 acre tract that is recorded in Book 63, page 556); thence continuing with the
north line of McCarson Subdivision as shown on said recorded plat, south 86 degrees
90 minutes west 150.3 feet to a point; thence S2 degrees 33 minutes west 207.15 feet to a
point, thence north 87 degrees 09 minutes west 328.0 feet to a point; thence north 72
degrees 30 minutes west 223.0 feet to the northeast corner of Lot #5 in McCarson Subdivision;
north 85 degrees 00 minutes east 21 feet to McGarrity's southeast corner; thence with
McGarrity's east line north 24 degrees east 333.94 feet to a point in Doty's south line
as (recorded in deed book 65, page 113); thence with Doty's south line north 85 degrees
00 minutes east 39.50 feet to Doty's southeast corner; thence with Doty's line north 24
degrees 38 minutes east 694.18 feet to a point; thence north 85 degrees 00 minutes east
678.8 feet to a point in the north-south half section line; thence south 5 degrees 00
minutes east 447.6 feet to the center of said section 35; thence continuing with the half
section line south 5 degrees 00 minutes east 53.4 feet to the northeast corner of Wilhite's
4.97 acre tract as recorded in deed book 63, page 556; thence with Wilhite's north line
south 85 degrees 00 minutes west 350 feet to a point; thence with Wilhite's west line
south 2 degrees 55 minutes west 727.8 feet to the point of beginning containing 14 acres,
more or less, hereby conveying all of the above described tract of land whether properly
described herein or not.

This is an extension on Land Deed of Trust filed for record in Chancery Clerk's office
at 1:00 PM on the 14th day of May 1971, and duly recorded the 19th day of May 1971 on
page 261 Book No. 128 in Hernando, Miss.

Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

- A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.
- B. Livestock—
- C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.
- D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.
- E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.
- F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$_____ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

The Bank, acting by and through any of its officers, or any owner or holder of the notes secured hereby may at pleasure without giving formal notice to the original or any successor Trustee, or to the Debtor herein, and without regard to willingness or inability of such Trustee to act or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the Trustee herein named. If any other owner or holder of the notes secured hereby be a corporation, such appointment may be made by its president, vice-president, secretary or treasurer.

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties; and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 24th day of December 19 74

The Bank of Walls, Br. Office-Tunica County Bank Kathryn H. McCarron
By Jack D. Bishop By Kathryn M. McCarron

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Kathryn H. McCarron

who severally acknowledged that she signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of December 19 74
Wm. W. A. Russell
NOTARY PUBLIC
My Commission Expires Nov. 8, 1978



STATE OF MISSISSIPPI
STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A.M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 495 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of Jan 1975.
Fees \$ 4.00 pd.
SEAL H. P. Ferguson, CLERK

498

CANCELLED BY AUTHORITY, RECORDED IN BOOK

654 PAGE 527

THIS 18 DAY OF Aug 19 93

W. E. Davis Chancery Clerk

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Tom Henry Tong

a (an) Individual (Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is

Lake Cormorant Desoto Mississippi (City) (County) (State)

said address being Debtor's Residence (Place of Business—Residence)

H. R. Garner Trustee, of the second part, hereinafter designated as Trustee; and

Bank of Walls of Walls, Mississippi, of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS Debtor is justly indebted to Bank in the full sum of five thousand one hundred fifty Dollars (\$ 5,150.00) evidenced by 1 promissory note of even date here- with in favor of Bank, bearing interest at the rate of as specified in said note per centum per annum after date providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit: 5,150.00 due one year from date plus interest from date

WHEREAS Debtor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the Debtor, or either of them, may now or hereafter owe Bank, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar (\$1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of Desoto State of Mississippi, to-wit: 0.36 acres in the North half of Section 24, Township 2, Range 10 West described as beginning at the Northwest corner of the lot owned by Mrs. Annie Tong and her son, Jue Tong, Jr. by deed recored in Book 64, Page 308 insaid County; Thence South 64°30' East along the South line of said lot, 206.735 feet to an iron pin; thence South 35°15' West along an existing fence line 92.25 feet to an iron pin; thence North 56°30' West 203.65 feet to an iron pin located in the East line of the railroad right of way; thence North 35°30' East along said right of way 63.5 feet to the point of beginning and containing 0.36 acres.

Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

- A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.
- B. Livestock—
- C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.
- D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.
- E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.
- F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$_____ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

The Bank, acting by and through any of its officers, or any owner or holder of the notes secured hereby may at pleasure without giving formal notice to the original or any successor Trustee, or to the Debtor herein, and without regard to willingness or inability of such Trustee to act or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the Trustee herein named. If any other owner or holder of the notes secured hereby be a corporation, such appointment may be made by its president, vice-president, secretary or treasurer.

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 10th day of JANUARY, 1975

Bank of Wells Bank By John D Bishop Debtor By Henry Long

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI COUNTY OF Desoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Hardy TUNE

who severally acknowledged that he signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of JANUARY, 1975

W. A. Russell NOTARY PUBLIC My Commission Expires Nov 8, 1978

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 498 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 4.50 pd.

SEAL H. P. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Lewis Layrock and wife,
Ceola Layrock
To DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 13th day of January 1975
between Lewis Layrock and wife, Ceola Layrock
and The Hernando Bank

WITNESSETH, That whereas, said part of the first part, being indebted to the said part of the second part in the sum of One Thousand Four Hundred Seventy Three

and 66/100 - - Dollars (\$1,473.66) evidenced by one promissory note of even date and like amount herewith, due and payable in 18 monthly installments of \$81.87 each, with the first of said monthly installments due and payable on or before February 10, 1975, and one of said installments due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness is paid in full, with interest from maturity at 8% per annum.

and the part of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar, to the part of the first part paid by William W. Ballard Trustee, the part of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. All of the agricultural products of every kind that grow on land, and all the crops of every kind to be grown, by either as landlord or tenant or otherwise, during the year 1975 on the land that may cultivate or come to be cultivated on land as herein set out, including farming implements of every kind and

THE LAND LYING AND BEING SITUATED IN SECTION EIGHT (8), TOWNSHIP THREE (3), RANGE SIX (6), DESOTO COUNTY, MISSISSIPPI:

Beginning at a stake 1056 feet north of the southwest corner of Section 8, Township 3, Range 6 West; thence north 132 feet to a stake; thence east 330 feet to a stake; thence south 132 feet to a stake; thence west 330 feet to the point of beginning and containing one acre.

If default be made in the payment of any installment under the Note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

First parties covenant with second party to maintain fire and extended coverage insurance on said property during the life of this Trust Deed with loss payable clause in favor of second party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

This Trust Deed is in renewal and extension of a prior Trust Deed dated February 21st, 1974, and recorded in Book 171, Page 466, Real Estate Trust Deeds of DeSoto County, Mississippi on February 25, 1974.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then lawfully take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the day of as above stated then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, he shall advertise according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature at the date written above.
Lewis Layrock
Ceola Layrock
Ceola Layrock

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named Lewis Layrock and wife, Ceola Layrock

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of January 1975
Elois M. Boubee
Notary Public

My Commission Expires Jan 7, 1978
STATE OF MISSISSIPPI, DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A.M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 501 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 2.00 pd.
SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 184
17 DAY OF August 1976
H. P. Ferguson
CHANCERY CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of November 19 71, made and executed by Shelton Allen Wagner
And wife, Sidney K. Wagner of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 135 on page 421
of the Record of Trust Deeds, on the 29th day of November, A. D. 19 71, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of Jan, 1975.

The Hernando Bank

[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 10th day of January A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 87044

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
40 minutes A. M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 502 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 14 day of Jan 1975.

Notary 250

[Signature]
H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 18th September 70 made and executed by James E. and wife, Anna R. Gray of The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate 120 352 Trust Deed Record No. 162 on page 322 of the Record of Trust Deeds, on the 21st September 70 A. D. 1973 is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 10th day of Apr., 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 10th day of January A. D. 1975

My Commission Expires:

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LARRETT-DRENNHOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record 9 40 minutes A M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 503 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 28 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of March 1974, made and executed by Mrs. Geraldine B. Riley,
Paul L. Riley, James E. Riley,
Mary Nell RILEY Carter D/B/ A Riley Brothers of The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 172 on page 300
of the Record of Trust Deeds, on the 14th day of March, A. D. 1974, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of Jan, 1975.

The Hernando Bank
[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 10th day of January, A. D. 1975
My Commission Expires:
My Commission Expires Jan. 7, 1978
Notary Seal

[Signature]
Notary Public

LAWRENCE-GASHWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
40 minutes A M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 504 of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 14 day of Jan, 1975.

Free \$ 2.00
[Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That Dancy Development Corporation
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the October xxx 1 1974, made and executed by Sam N. McCutcheon, et ux
of _____ to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 180 on page 205
of the Record of Trust Deeds, on the 3rd day of October A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Dancy Development Corporation

[Signature]

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority notary public
President of Dancy Development Corporation
in and for County and State aforesaid Hugh Dancy who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of January A. D. 1975

My Commission Expires: _____

[Signature]
Notary Public

LAWRENCE GREENFIELD STAMPA

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
50 minutes A M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 505 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 2.00 pd.

SEAL *[Signature]* CLERK

506

o/c
m

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi
the beneficiary, does hereby certify that a certain trust deed
bearing date the 29th day of December 19 69, made and executed by Audrey G. Ashley and
Ruth M. Ashley of _____, to A. S. Ballard, Jr.
The Hernando Bank Assignment

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Trust Deed Record No. 116 on page 69
10th March 114 70
of the Record of Trust Deeds, on the 29th day of Dec., A. D. 19 69, is now fully paid

and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of Jan., 1974.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 10th day of January, A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GIBSONWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
40 minutes A. M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 506 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of Jan 1975,

Fees \$ 2.00

H. P. Ferguson CLERK

507

Partial Release of this instrument Recorded
Deed Estate TID
No. 210 Page 399
This 14 1977

BOOK 2245 PAGE 388
DEED OF TRUST

BOOK 73 PAGE 54

THIS INDENTURE, this day made and entered into between
AFFILIATED INVESTMENTS, INC.,

of the first part, hereinafter designated as the Grantor,

---Wayne L. Nix--- Trustee, of the second part, hereinafter designated as Trustee, and
FIRST NATIONAL BANK OF JACKSON, MISSISSIPPI
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
-----FIVE HUNDRED THOUSAND AND NO/100-----DOLLARS

(\$ 500,000.00) evidenced by One promissory note of even date herewith, bearing interest at the rate of eleven and one-half percent (11 1/2%) per annum after date until paid, due and payable on or before 90 days after date, said note providing for the payment of a reasonable attorney's fee for collection if not paid when due and same is placed in the hands of an attorney for collection.

In the event that the Grantors herein convey any part of the interest secured by this Deed of Trust, they covenant and agree with the Trustee and/or Beneficiary that the entire balance then owing shall be due and payable at once.

*This interest rate is subject to change without notice.

The right to pay at any time the entire unpaid balance owing on the above indebtedness, or any part thereof, is hereby reserved.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the counties of Hinds (First Judicial District), Harrison (Second Judicial District), Simpson, and DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION
(over)

1147

CANCELLED BY AUTHORITY
220 PAGE 444
THIS 9 DAY OF Jan 19 78
H. L. Ferguson
CHANCE CLERK

6

BOOK 2245 PAGE 389 BOOK 73 PAGE 55

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes and assessments hereinafter required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of October 1974

AFFILIATED INVESTMENTS, INC.

BY: George S. Sanders, Jr., President

BY: Edward D. Simms, Senior Vice President

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19____

Notary Public

My Commission Expires: _____

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STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 2245 PAGE 391

BOOK 73 PAGE 57

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid.

George S. Sanders, Jr., President, and Edward D. Simms, Senior Vice President,

respectively of the above named

AFFILIATED INVESTMENTS, INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 25th day of October 19 74

E. M. Mayfield
Notary Public

My Commission Expires: ~~My~~ Commission Expires June 2, 1976



PARCEL I:

A parcel of land located in the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, Township 6 North, Range 1 West, containing 28.46 acres more or less and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of Section 23, Township 6 North, Range 1 West, run thence East 2,697.69' to a point. Run thence North 952.35' to the point of beginning.

- Run thence North 0°-03' East, 349.09', to an iron pipe.
- Run thence North 0°-29' West, 41.97', to an iron pin.
- Run thence, South 89°-14', East, 190.00' to a point.
- Run thence, North 0°-46' East 807.40', to a point.
- Run thence, South 89°-57' West, 1,364.33', to a point.
- Run thence, South 4°-08' West, 159.07', to a point.
- Run thence, South 72°-50' West, 120.00', to a point.
- Run thence, South 01°-13' West, 306.14', to an iron pin.
- Run thence, South 0°-43' East, 130.01', to an iron pin.
- Run thence, South 89°-28' East, 281.48', to an iron pin.
- Run thence, South 0°-41' East, 75.83', to an iron pin.
- Run thence, North 87°-26' East, 49.82', to an iron pin.
- Run thence, North 00°-32' West, 72.85', to an iron pin.
- Run thence, South 89°-26' East, 380.01', to an iron pin.
- Run thence, South 0°-43' East, 74.99', to an iron pin.
- Run thence, South 89°-26' East, 75.75', to an iron pin.
- Run thence, South 0°-14' West, 475.81', to an iron pin.
- Run thence, South 89°-24' East, 508.31', to the point of beginning.

PARCEL II:

SECOND JUDICIAL DISTRICT - HARRISON COUNTY

The following described real property, lying and being situated in the Second Judicial District of Harrison County, Mississippi, to-wit:

Commencing at the Northeast corner of Lot 6, Block 14, Redding Ridge Subdivision, as per plat thereof recorded in the Office of the Chancery Clerk of Harrison County, Mississippi, said point also being the point of beginning of the herein described property; from said point of beginning run thence West a distance of 1950.0 feet to a point on the West margin of Belle Street; thence run South along said margin a distance of 100 feet to the North margin of Lot 4, Block 2, Redding Ridge Subdivision; thence run West along said margin of Lot 4 a distance of 311.7 feet to a point; thence run North a distance of 863.5 feet to the South right-of-way line of Interstate 10; thence run North 68 degrees 23 minutes 53 seconds East along said right-of-way a distance of 81.3 feet; thence run North 74 degrees 47 minutes East a distance of 305.6 feet; thence run South 86 degrees 49 minutes East a distance of 524.7 feet; thence run South 79 degrees 31 minutes East a distance of 897.2 feet; thence run South 66 degrees 21 minutes East a distance of 403.1 feet; thence run South 36 degrees 36 minutes East a distance of 195.0 feet to a point; thence run South 363.37 feet to the point of beginning, and containing 39.8 acres, more or less, and lying and being situated in Section 8, in Fractional Section 23, Township 7 South, Range 9 West, Harrison County, Mississippi.

Signed for Identification.
October 25, 1974

AFFILIATED INVESTMENTS, INC.
 BY: _____
 George S. Sanders, Jr., President
 BY: _____
 Edward D. Simms, Senior Vice President

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10. PARCEL III: EXHIBIT "A" SIMPSON COUNTY BOOK 2245 PAGE 393

The NE 1/4 of the SE 1/4 of Section 31, Township 1 North, Range 6 East, but less and except one and one-half acres on the west side of the south half of the said NE 1/4 of the SE 1/4 which was deeded to Mrs. Roxie Hester, and containing 38-1/2 acres, more or less.

BOOK 73 PAGE 59

PARCEL IV: DeSOTO COUNTY

TRACT I: Metes and bounds Lot 71, Rainbow Village Subdivision, DeSoto County, Mississippi. Beginning at a point in the East line of Haleville Road (50 feet wide) 1,032.14 feet West and 627.50 feet South of the Northeast corner of Section 23, Township 1, Range 8 West, DeSoto County, Mississippi, and running thence eastwardly along the South line of the O. G. Watson property a distance of 125.00 feet; thence eastwardly along the South line of Lot 46 of the proposed Rainbow Village Subdivision a distance of 45.01 feet; thence southwardly along the west line of Lots 56 and 57 of the proposed Rainbow Village Subdivision a distance of 205.53 feet; thence north-westwardly along the north line of Lot 69 of the proposed Rainbow Village Subdivision a distance of 24.43 feet; thence south-westwardly along the west line of Lot 69 of the proposed Rainbow Village Subdivision a distance of 132.70 feet to a point in the north line of Belmont Drive (50 feet wide) of the proposed Rainbow Village Subdivision; thence north-westwardly along the north line of Belmont Drive of the proposed Rainbow Village Subdivision a distance of 135.00 feet; thence north-eastwardly along an arc whose radius is 25.00 feet a distance of 39.27 feet to a point in the east line of Haleville Road of the proposed Rainbow Village Subdivision, thence north-eastwardly along the east line of Haleville Road of the proposed Rainbow Village Subdivision along an arc whose radius is 158.56 feet a distance of 116.13 feet; thence northwardly along the east line of Haleville Road of the proposed Rainbow Village Subdivision a distance of 82.14 feet to the point of beginning, all in Section 23, Township 1, Range 8 West, DeSoto County, Mississippi.

TRACT II: Beginning at a point in the east line of Haleville Road (50 feet wide) and the north line of Rainbow Village Subdivision 1032.14 feet west and 627.50 feet south of the northeast corner of Section 23, and running thence S 5° 53' 30" E along the east line of Haleville Road a distance of 82.14 feet; thence southwestwardly along an arc whose radius is 185.56 feet a distance of 116.13 feet; thence southwardly along an arc whose radius is 25.00 feet a distance of 39.27 feet to a point in the north line of Belmont Drive (50 feet wide) thence S 59° 39' E along the north line of Belmont Drive a distance of 135.00 feet; thence N 30° 21' E a distance of 132.70 feet; thence S 77° 03' E a distance 24.43 feet; thence S 59° 30' E a distance of 251.96 feet; thence N 84° 03' E a distance of 319.49 feet to a point in the east line of Rainbow Village Subdivision; thence S 5° 57' E along the east line of Rainbow Village Subdivision a distance of 771.43 feet; thence S 84° 31' 30" W along the south line of Rainbow Village Subdivision a distance of 1236.73 feet; thence N 5° 57' W along the west line of Rainbow Village Subdivision a distance of 704.91 feet; thence N 6° 05' W along the west line of Rainbow Village Subdivision a distance of 415.59 feet; thence N 84° 27' E along the north line of Rainbow Village Subdivision a distance of 535.00 feet to the point of beginning, all in Section 23, Township 1, Range 8 West, DeSoto County, Mississippi. This property contains 26.833 acres.

FIRST JUDICIAL DISTRICT HINDS COUNTY

PARCEL V: Lot 15, Block A, Pinelawn Subdivision, Vacant Lot, Jackson, Hinds County, Mississippi.

Lots 10, 11, 12, 13 and 14, Block A: Lots 1, 6, 7, 8, 9, 10, Block B, Pinelawn Subdivision, Jackson, Hinds County, Mississippi.

Lots 4, 5, 6, 7, 8, 9, Block A and Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block B, Pinelawn Subdivision, Jackson, Hinds County, Mississippi.

Signed for Identification October 25, 1974

AFFILIATED INVESTMENTS, INC. BY: George S. Sanders, Jr., President Edward D. Simms, Senior Vice President

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 8 o'clock 35 minutes A 14 Jan 1974 and that the same has been recorded in Book 182 507 of said County. H. P. Anderson 14 Jan 700

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from JAMES R. WINCHESTER AND WIFE, FRANCES M. WINCHESTER AND R. LEE WINCHESTER, JR. and wife, BETTE T. WINCHESTER to NATIONAL BANK OF COMMERCE, Trustee, for the use and benefit of BESSIE DI GAETANI, dated August 8, 1950, and recorded in Book 44, page 539, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned EDWARD THOMAS CRUSE and NATIONAL BANK OF COMMERCE, as lawful holder of the indebtedness, and the Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said Edward Thomas Cruse Sole Beneficiary and Heir at Law of Bessie Di Gaetani, deceased, has hereunto set his hand for cause as to corporate name signed by and through its proper officers, this the 8th day of January, 1975.

IN WITNESS WHEREOF, the said NATIONAL BANK OF COMMERCE, Trustee, has caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the day and year above written.

Edward Thomas Cruse
NATIONAL BANK OF COMMERCE, Trustee
BY: [Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named Edward Thomas Cruse, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.



Given under my hand and seal this 8th day of January, 1975.

[Signature]
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me the undersigned authority in and for said State and County, the within named James C. Kennon, known to me to be the Senior Trust Officer and Vice-President

respectively of NATIONAL BANK OF COMMERCE, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of

NATIONAL BANK OF COMMERCE, as Trustee after being duly authorized so to do.



Given under my hand and seal this 8th day of January, 1975.

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock No minutes P M. 14 day of Jan 1975, and that the same has been recorded in Book 182 Page 513 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 14 day of Jan 1975.

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[Signature]
H. P. Ferguson

POWER OF ATTORNEY TO CLERK

FORM 7

To the Clerk of the Chancery Court of Tunica County, Mississippi.

You are hereby authorized and directed to satisfy and cancel of record the following deed of trust, to-wit:
One executed by Kathryn McCarson
for the use and benefit of Park of Walls, Walls, Miss.
dated the 21st day of Dec., 19 72 and recorded in mortgage record book No. 152
Page 51 of the records in your office.

The indebtedness therein secured has not been assigned by me to any one and has been paid in full.
Witness my hand this 10th day of Jan., 19 74 75

Jack D. Bishop

STATE OF Mississippi
COUNTY OF DeSoto

Personally appeared before me Mrs. W. A. Russell
a Notary Public in and for said county and state Jack D. Bishop
who acknowledged that he signed and delivered the foregoing instrument as his voluntary act and
deed on the day and year therein mentioned.
Witness my hand and official seal this the 10th day of January, 19 75



My Commission Expires Dec. 8, 1978

Mrs. W. A. Russell

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
40 minutes A.M. 14 day of Jan 1975, and that the same has been
recorded in Book 182 Page 514 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of Jan 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson, CLERK

Form 278

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Land deed of trust

executed by Wortman & Mann, Inc. to First National Bank of Jackson, Miss.

and recorded on page 63 of Book Number 163 of the Record of Deeds 7/23/73 in your office.

This 31st day of December, 19 74

First National Bank of Jackson, Miss.

STATE OF MISSISSIPPI,

BY: Harry M. Walker
Harry M. Walker, Asst. Cashier

Hinds County } as

Personally appeared before me, a Notary Public

the undersigned authority in and for said county and State, the within named Harry M. Walker, to me known to be Asst. Cashier of First National Bank of Jackson, Miss.

who acknowledged that he signed and delivered the foregoing instrument on the 31st day and year therein mentioned, as the act and deed of said First National Bank of Jackson, Miss.

Given under my hand and official seal, at office, this 31st day of Dec. A.D. 19 74

Margaret B. Ferguson
Notary Public

My Comm. Expires March 28, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 515 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of Jan. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of March 1973, made and executed by Lizale J. Shipp
of Olive Branch, MS to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 157 on page 99
of the Record of Trust Deeds, on the 9th day of April, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust
William W. Kerr
William W. Kerr, President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority William W. Kerr
in and for County and State aforesaid, James P. McIndoo who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of January A. D. 1975

James P. McIndoo
Notary Public
My Commission Expires June 25, 1978

LAWRENCE-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 15 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 516 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 15 day of Jan. 1975.

Fee 2.50

H. P. Ferguson

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ROBERT S. CURBO, LAWRENCE W. CURBO, HOMER CURBO, JR. and HARVEY F. CURBO, do hereby release from the lien of the Deed of Trust given by DHL-CGN, INC., A Mississippi Corporation, to Dudley B. Bridgforth, Jr., Trustee for the benefit of Robert S. Curbo, Lawrence W. Curbo, Homer Curbo, Jr. and Harvey F. Curbo, which Deed of Trust is dated the 30th day of May, 1973, and recorded in Deed of Trust Book 160, Page 450, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 30, 31, 32, 33, 34, 35, 9, 10, 11, 12, 13, 14, and 15, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Page 50 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This partial release shall be in lieu of that certain partial release recorded in Real Estate Trust Deed Book 171, Page 143, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 160, Page 450, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signatures of Robert S. Curbo, Lawrence W. Curbo, Homer Curbo, Jr. and Harvey F. Curbo, this the 2nd day of December, 1974.

Robert S. Curbo
ROBERT S. CURBO

Lawrence W. Curbo
LAWRENCE W. CURBO

Homer Curbo, Jr.
HOMER CURBO, JR.


Harvey F. Curbo
HARVEY F. CURBO

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named ROBERT S. CURBO, LAWRENCE W. CURBO, HOMER CURBO, JR. and HARVEY F. CURBO who acknowledged that they signed, sealed and delivered the above and foregoing Partial Release as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and seal of office this the 2nd day of December, 1974.

[Handwritten Signature]
Notary Public


My commission expires:

3-3-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A.M. 14 day of Jan. 1975, and that the same has been recorded in Book 182 Page 517 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of Jan. 1975.

Fees \$3.00 pd.

SEAL *[Handwritten Signature]* CLERK

USDA-FHA
Form FHA 427-1 MS
(Rev. 7-1-73)

Position 6

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, January 10, 1975,
(Date)

by and between the undersigned _____

GERALD E. ALLISON and wife, EVA B. ALLISON,

residing in DeSoto County, Mississippi, whose post office

address is Route 2, Box 471, Olive Branch, Mississippi 38654.

grantor(s), herein called "Borrower," and _____

Aaron R. Goolsby,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
(a) January 10, 1975	\$ 6,820.00	9 %	January 10, 2008
(b) January 30, 1970	\$11,820.00	6-1/4%	January 30, 2003
(c) January 30, 1970	\$11,820.00	6-1/4%	January 30, 2003

NOTE: Item (c) is same as (b) recorded on correct FHA form.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

FHA 427-1 MS (Rev. 7-1-73)

FULLY PAID AND SATISFIED 12/13/79
UNITED STATES OF AMERICA - FARMERS HOME
ADMINISTRATIVE SERVICE - RUFUS D. WHITE
COUNTY SUPERVISOR - DEPT. OF AGRICULTURE
CONTAINED IN 16 U.S.C. 1410g
ATTEST: H. D. Ferguson, Clerk
Ray D. W. McCreain, D.C.

One (1) Acre, more or less, in Section 20, Township 2, Range 6, DeSoto County, Mississippi, described as: BEGINNING at a point that is in the North side of Bethel Road, being 3,260 feet East of the East right-of-way of Craft Road, where it intersects said Bethel Road; thence North 210 feet to a point; thence East 210 feet; thence South 210 feet; thence West 210 feet along the North side of said Bethel Road to the Point of Beginning.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand from the place designated in the latest and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of a property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Gerald E. Allison
Gerald E. Allison

Eva B. Allison
Eva B. Allison

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named GERALD E. ALLISON

and EVA B. ALLISON, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 10th day of January, 1975

Mable S. Hays
(Signature)

NOTARY PUBLIC

(Title)

(SEAL)

My Commission Expires: My Commission Expires April 3, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 14 day of Jan. 1975, and that the same has been recorded in Book 182 - 519 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal on this 15th day of Jan. 1975.

Fee \$5.00

H. P. Ferguson

STATE OF GEORGIA
COUNTY OF FULTON, To-wit:

This date personally appeared before me, Frances C. Morgan,
a Notary Public in and for the County aforesaid in said State of Georgia,
William Salomone, Jr., ~~Vice~~ President of Atlas Mortgage Company,
who made oath before me in my County and State aforesaid that said corporation
was the noteholder or lien creditor under a certain deed of trust from
Robert D. Cook & wife, Bessie Cook to
Sidney L. Hurdle, Trustee, dated 5-5-61 and recorded
5-8-61, in Deed Book No. 58, Page 300, in the Clerk's Office
of the Circuit Court of DeSoto County, Mississippi, to secure
\$6870.36 with interest and that the
debt secured thereby has been paid in full, and that said corporation was,
when the said lien was paid, authorized and entitled to receive the same
and that the said note evidencing the debt secured by said deed of trust
was canceled and delivered to the person by whom it was paid, and the
said noteholder being informed that the note in amount of \$ 6870.36
dated 5-5-61, has been misplaced or destroyed and cannot be pro-
duced, makes this affidavit so that the deed of trust may be properly re-
leased.

Given under my hand this 1st day of November, 19 74

ATLAS MORTGAGE COMPANY

ATTEST:

Jerry T. Dempsey
Jerry Dempsey, Secretary
Subscribed and sworn to before me this

William Salomone, Jr.
William Salomone, Vice President
Jr.

Subscribed and sworn to before me this 1st day of November,
19 74.

My commission expires Notary Public, Georgia, State at Large
My Commission Expires Feb. 1, 1977

Frances C. Morgan
Frances C. Morgan, Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 15 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 523 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 15 day of Jan. 1975.

Fee 2.50

H. P. Ferguson CLERK

524

Paid, Satisfied and Cancelled
This 28th day of Jan 1974

W. B. H. ... W. B. H. ...

DEED OF TRUST

THIS INDENTURE, made this 8th day of January, 1974, between AUBREY L. THOMAS and wife, ANNIE L. THOMAS of the first part, and W. CLINTON BELL of the second part.

WITNESSETH, That whereas said parties of the first part, being indebted to the said party of the second part in the sum of \$455.50 FOUR HUNDRED FIFTY FIVE AND 50/100 DOLLARS, payable in the following manner: \$200.00 due and payable on January 13, 1975, \$139.50 due and payable on February 1, 1975 and the balance of \$116.00 due and payable on March 1, 1975.

and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part paid by L. Wade Harrison, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 231, Section "A", DeSoto Village Subdivision in Section 34, Township 1, Range 8 West as shown on plat of record in Plat Book 7, Page 9 thru 14 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

This is a 2nd mortgage Deed of Trust on 782 Meadowbrook, Horn Lake, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein directed. Should the party of the first part promptly pay the above stated indebtedness on or before ~~xxx~~ as herein set-out, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part y of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signature s the date written above.

Aubrey L. Thomas
Aubrey L. Thomas
Annie L. Thomas
Annie L. Thomas



STATE OF TENNESSEE, SHELBY COUNTY,
Personally appeared before me, A Notary Public of said County, the within named AUBREY L. THOMAS and wife, ANNIE L. THOMAS who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under hand and official seal this 8th day of January, 1974.

Lee V. Hamberlin
Notary Public

My Commission Expires: 6/25/75

30 A. 182¹⁵ 524 Jan. 10
15 Jan.
250

CANCELLED BY AUTHORITY RECORDED IN BOOK
262 PAGE 516
THIS 18 DAY OF Aug. 19 80
H. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
W. G. WOOD and wife, JUANITA WOOD,
of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS, Trustee, of the second part, hereinafter designated as Trustee, and
PEOPLES BANK AND TRUST,
OLIVE BRANCH, MISSISSIPPI, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FOUR THOUSAND ONE HUNDRED SEVENTY AND 60/100*****DOLLARS
(\$ 4,170.60) evidenced by one promissory note of even date herewith in favor of
including
the beneficiary, ~~bearing~~ interest at the rate of ten per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Four Thousand One Hundred Seventy and 60/100 Dollars
(\$4,170.60), which includes principal and interest,
repayable in sixty (60) monthly installments of
Sixty-Nine and 51/100 Dollars (\$69.51) each, beginning
January 20, 1975, and being due on the 20th day of each
succeeding month thereafter until the whole of said
indebtedness is paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

Lot #12, Fair Oaks Subdivision, in Section 22,
Township 1 South, Range 7 West, as shown on
plat thereof recorded in Plat Book 2, Pages
47 and 48, in the Office of the Chancery Clerk
of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 558 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of January 1975.

W. G. Wood
W. G. Wood
Juanita Wood
JUANITA WOOD

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named W. G. Wood and wife, Juanita Wood, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of January
My Commission Expires: June 25, 1978

Jamie P. M. Jeter
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 15 day of Jan. 1975, and that the same has been
recorded in Book 182 525 of REAL ESTATE TRUST DEEDS

15 Jan. 1975
H. P. Ferguson
5.00

AUTHORITY TO CANCEL

Relay

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by

Robert W. Story and wife, Clara Stovall Story

TO Kimbrough Investment Company

and recorded in Book Number 84 at page 217 and assigned to

DOLLAR SAVINGS BANK, PITTSBURGH PA

by instrument recorded in Book 85 at page 356 of the Record of Deeds or Deeds of Trust in your office.

This 7th day of January, 1975.

DOLLAR SAVINGS BANK

[Signature]
JAMES HULICK, VICE PRESIDENT

Assistant Secretary



Attested

[Signature]
STATE OF PENNSYLVANIA

COUNTY OF Allegheny

Personally came and appeared before me, the undersigned authority in and for the said County and State, the within named James Hulick, acting for and on behalf of Dollar Savings Bank, having been duly authorized so to act by proper order of said Corporation, who acknowledged to and before me that he, acting in the foregoing capacity, signed, sealed, and delivered and executed the foregoing instrument of writing on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and official seal this the 7th day of January, 1975.

[Signature]
Kathryn M. Colgan

Notary Public

KATHRYN M. COLGAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 20, 1977
Member, Pennsylvania Association of Notaries

My Commission Expires: January 20, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 15 day of Jan., 1975, and that the same has been recorded in Book 182 528

3.50

15 Jan.
[Signature]

CANCELLED BY AUTHORITY RECORDS ROOM
185 50
Jan 14 1975
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

DR. ROBERT SEYMOUR
To { DEED OF TRUST
FIRST NATIONAL BANK
of SOUTHAVEN, at
HERNANDO, MISS.

THIS INDENTURE, Made this 14th day of January, 1975
between Dr. Robert Seymour and Shirley S. Seymour
of the first part,
and First National Bank of Southaven at Hernando of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Forty Thousand Dollars (\$40,000.00) evidenced by one promissory note of even date, with interest as provided in said note, due and payable on demand and, if not called, then due and repayable 180 days from the signing of this instrument, being July 14, 1975.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Mills E. Barbee Trustee, the part ies of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ALL THAT CERTAIN PROPERTY LOCATED AND SITUATED IN THE CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That certain property located and situated in the City of Hernando, DeSoto County, Mississippi, and more particularly described as follows:

BEGIN at the northwest corner of Lot No. 323, which is at the intersection of Center and Church Streets, as shown by the original official map of the Town of Hernando on file in the office of the Chancery Clerk of said County; running thence south 132 feet to Union Street; thence east 30 feet; thence north 132 feet; thence west 30 feet to the point of beginning, and being the same land conveyed by J. F. Conger to Kenneth R. White, by deed recorded in Book 103, Page 170, situated in Section 13, Township 3, Range 8.

First Party covenants with Second Party to maintain fire and extended coverage insurance on any buildings located on said land during the life of this Trust Deed, with loss payable clause in favor of Second Party, as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair;

The Grantor herein reserves the right to pay any part of or all of the above indebtedness before maturity without penalty;

A failure to pay said indebtedness when due shall operate to cause the entire unpaid indebtedness, together with interest thereon, to become immediately due and payable, at the option of the owner and holder of said note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 14 day of July, 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be returned to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature this the date written above.
Witness _____
Dr. Robert Seymour
Shirley S. Seymour



STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Dr. Robert Seymour and Shirley S. Seymour they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 14th day of January, 1975
(SEAL) Anna Belle Peterson My Commission Expires Nov. 11, 1978
XX Notary Public XXXX

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 529 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 15 day of Jan., 1975.
2.50
H. P. Ferguson CLERK

PREPARED BY
SIDNEY M. KATZ, ATTY.
4041 KIMBURN ARLING ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged,
the undersigned does hereby sell, transfer and assign unto GOVERNMENT
NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust exe-
cuted by Richard A. Fabiszak and wife, / Olive K. Fabiszak to DELTA

TITLE COMPANY, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated December 30th, 19 74,
securing a note in the sum of \$39,900.00, recorded in Book 182,
Page 367, of the office of the Chancery Clerk of DESOTO
County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner
of the above described indebtedness and is capable of conveying title
to same.

The undersigned covenants that the original Note secured by said
Deed of Trust and assigned by this instrument is in the principal
amount of \$39,900.00, plus interest at the rate of 8 1/2 % per
annum, the first monthly installment being due the 1st day of
February, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment
through its Senior Vice President and Assistant Secretary, and has
caused its corporate seal to be thereto affixed on this the 9th
day of January, 19 75.



Marvin J. Loskove
Assistant Secretary

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid
County and State, personally appeared the within named Sidney M.
Katz and Marvin J. Loskove who acknowledged that
they, as Senior Vice President and Assistant Secretary respectively,
of and for and on behalf and by authority of National Mortgage
Company, a corporation organized and existing under the laws of the
State of Tennessee, signed the above foregoing instrument and affixed
the corporate seal of said corporation herewith and delivered said
instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 9th day of
January, 19 75.

My Commission Expires Sept. 13, 1977

Judith L. ...
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
08 minutes P on 15 of Jan. 1975, and that the same has been
recorded in Book 182 Page 530.

2.50

15 Jan
H. P. Ferguson

MISSISSIPPI
REASSIGNMENT OF DEED OF TRUST

FOR valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto NATIONAL MORTGAGE COMPANY, that certain Deed of Trust executed by Chris H. Darnell and wife, Michelle A. Darnell, TO Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 6th, 19 73, securing a note in the sum of \$ 16,500.00, recorded in Book 164, Page 108, of the office of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 16,500.00, plus interest at the rate of 8 % per annum, the first monthly installment being due the 1st day of September, 19 73.

MGIC MORTGAGE CORPORATION

A. V. Kissal, Vice President



Assistant Secretary, W. Gerard Stumpf

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

On this 7th. day of January, 19 75, before me, Jennifer H. Rendahl, A Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named A.V. Kissal and W. Gerard Stumpf, to me personally know, who state that they are the Vice President and Assistant Secretary OF MGIC MORTGAGE CORPORATION, A CORPORATION organized and existing under the laws of the United States, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal this 7th. day of January, 19 75.

Jennifer H. Rendahl, Notary Public

My Commission Expires: 7/2/78

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the original instrument was filed for record at 1 o'clock 08 minutes P. on 15 day of Jan., 1975, and that the same has been recorded in Book 182 Page 531 of the Public Records of the State of Mississippi.

2.50

15

Jan.

532

MISSISSIPPI
REASSIGNMENT OF DEED OF TRUST

FOR valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto NATIONAL MORTGAGE COMPANY, that certain Deed of Trust executed by James R. Webb and wife, Barbara E. Webb, TO Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated June 28th, 19 74, securing a note in the sum of \$ 28,000.00, recorded in Book 177, Page 247, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 28,000.00, plus interest at the rate of 8 1/2 % per annum, the first monthly installment being due the 1st day of August, 19 74.

MGIC MORTGAGE CORPORATION

A. V. Kissal, Vice President



Assistant Secretary, W. Gerard Stumpf

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

On this 7th. day of January, 19 75, before me, Jennifer H. Rendahl, A Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named A.V. Kissal and W. Gerard Stumpf, to me personally know, who state that they are the Vice President and Assistant Secretary OF MGIC MORTGAGE CORPORATION, A CORPORATION organized and existing under the laws of the United States, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal this 7th. day of January 19 75.

Jennifer H. Rendahl, Notary Public

My Commission Expires:
7/2/78

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118



08

P. 15
182 532 Jan.

2.50

15

Jan.

MISSISSIPPI
REASSIGNMENT OF DEED OF TRUST

FOR valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto NATIONAL MORTGAGE COMPANY, that certain Deed of Trust executed by Jessie L. Rainey & Wife, Elizabeth Ann Rainey, TO Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 20th, 19 73, securing a note in the sum of \$ 23,250.00, recorded in / Book 166, Page 405, and re-recorded in Book 170, Page 251, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$23,250.00, plus interest at the rate of 8 5/8 % per annum, the first monthly installment being due the 1st day of November, 19 73.



MGIC MORTGAGE CORPORATION
A. V. Kissal
A. V. Kissal, Vice President

W. Gerard Stumpf
Assistant Secretary, W. Gerard Stumpf

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

On this 7th day of January, 19 75, before me, Jennifer H. Rendahl, A Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named A.V. Kissal and W. Gerard Stumpf, to me personally know, who state that they are the Vice President and Assistant Secretary OF MGIC MORTGAGE CORPORATION, A CORPORATION organized and existing under the laws of the United States, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal this 7th day of January 19 75.

Jennifer H. Rendahl
Jennifer H. Rendahl, Notary Public

My Commission Expires:
7/2/78

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

SK



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock 08 minutes P. on 15 day of Jan. 1975, and that the same has been recorded in 182 of 533 of the State Trust Books.

2.50

15 Jan. 1975
Chas. H. Ferguson

534

MISSISSIPPI
REASSIGNMENT OF DEED OF TRUST

FOR valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto NATIONAL MORTGAGE COMPANY, that certain Deed of Trust executed by William Edward Sewell and wife, Betty M. Sewell, TO Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated June 21st, 19 74, securing a note in the sum of \$ 27,750.00, recorded in Book 177, Page 107, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 27,750.00, plus interest at the rate of 8 1/2 % per annum, the first monthly installment being due the 1st day of August, 19 74.



MGIC MORTGAGE CORPORATION

[Signature]
A. V. Kissal, Vice President

ATTEST:
[Signature]
Assistant Secretary, W. Gerard Stumpf

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

On this 7th. day of January, 19 75, before me, Jennifer H. Rendahl, A Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named A.V. Kissal and W. Gerard Stumpf, to me personally know, who state that they are the Vice President and Assistant Secretary OF MGIC MORTGAGE CORPORATION, A CORPORATION organized and existing under the laws of the United States, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal this 7th. day of January, 19 75.

[Signature]
Jennifer H. Rendahl, Notary Public

My Commission Expires:
7/2/78

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT - ARROLD ROAD
MEMPHIS, TENN. 38115



08

P. 15
182 534 Jan.

2.50

15

Jan.

H. B. Ferguson
 CHANCERY CLERK

LENDER
 AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
 1547 State Line Rd.
 Southaven, Miss. 38671

LOAN NO. 11975
 AMOUNT OF LOAN 2,592.00
 AMOUNT OF INTEREST 991.26
 AMOUNT OF SERVICE CHARGE -0-

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 13th day of January, 1975, by and between Fred L. Bennett and Valerie Bennett, his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services of Mississippi, Inc., having his principal office and post office address at 1547 State Line Road, Southaven, Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Two Thousand Five Hundred Ninety-two Dollars (\$2,592.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated January 13, 1975, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 36 monthly installments of \$72.00 commencing on the 17th day of February, 1975 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 286C, Section N, in Southaven West Subdivision, on Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 5, Pages 8 and 9, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sails and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform all of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note; next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from date of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees, and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trustee under this trust deed.

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

Rudolph Ammon

Fred L. Bennett (L.S.)
Signature of Grantor

Deeds Bureau

Valerie Bennett (L.S.)
Signature of Grantor

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Desoto



This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Fred L. Bennett and Valerie Bennett, his wife, who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 14 day of January, A.D. 1975
Notary Public Robert P. Martin My Commission Expires August 24, 1975

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____ one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposed and saith that he saw the within named _____ and _____, his _____, whose name (is) (are) subscribed thereto; sign and deliver the same to _____ that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____ the other subscribing witness; subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D. 19____
(SEAL) _____ Notary Public

INDIVIDUAL ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 22 minutes P.M. 15 day of Jan 1975, and that the same has been recorded in Book 182 Page 535 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of Jan, 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson CLERK

Notary Public

Notary Public

Return to:
Record Dept of Miss., Inc
Suite 927-100 N. Main
Memphis, TN 37103

DEED OF TRUST

Fred L. Bennett

Valerie Bennett

TO

Avco Financial Services
1547 State Line Road
Southaven, Miss. 38671

Robert Q. Whitwell, Trustee

THE STATE OF MISSISSIPPI

Desoto County

Clerk of the Chancery Court of _____ County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of Jan, 15, 1975 at 1:22 o'clock P.M., and the same together with the certificate and acknowledgment, is now duly recorded in Book _____ page _____ of the Records of Trust Deeds in my office.
Given under my hand and official seal, this _____ day of _____, 19____
Clerk _____ D.C.

3.00 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
378 PAGE 435
8 DAY OF Oct 19 86
H. G. Jensen
CHANCERY CLERK DS.

537

222322 01

FORM NO. 1561 REV. 3/74

PRINTED MATTER—1467 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

GEORGE S. McINGVALE

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

THIRTY SEVEN THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF February 19 95

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

GEORGE S. McINGVALE AND ~~WIFE, BELEN H. McINGVALE~~

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED

TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

Tract I 80 acres being the East part of the Southwest Quarter of Section 30, Township 3 South, Range 7 West; LESS AND EXCEPT: 2 acres in the Northwest corner, more particularly described as beginning at the Northwest corner of said 80 acres, thence south 70 yards; thence East 140 yards; thence north 70 yards; thence west 140 yards, being 2 acres more or less; Also Less and Except, 0.08 acres beginning at center of U. S. Highway station 95 + 50; thence East and South along center of Belmont Road 2823.3 feet to a point; thence East 393.0 feet to an iron pin for the point of beginning of the following tract of land located in Section 30, Township 3, Range 7 West; thence East 60.0 feet to an iron pin; thence South 60.0 feet to an iron pin; thence West 60.0 feet to an iron pin; thence north 60.0 feet to an iron pin at the point of beginning and containing 0.08 acres more or less and being part of the same land devised and bequeathed to Herbert A. McIngvale by Albert S. Brewer as shown by will of record in Will Book 6, page 273.

Tract II All of the North half of the Southwest Quarter of Section 29, Township 3 South, Range 7 West; that lies West of Interstate Highway 55 and East of McCracken Road, containing 36 acres, more or less.

The foregoing description is attached to and made a part of that certain mortgage executed by GEORGE S. McINGVALE et al., dated JANUARY 10, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 37,000.00.

George S. McIngvale
Signed for Identification

Grantor warrants unto Trustee that the above described property does not constitute a part of his homestead.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, MONY SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI, NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 10th DAY OF JANUARY 19 75

George S. McIngvale

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

GEORGE S. McINGVALE AND WIFE, EILEEN D. McINGVALE

WHO ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 15th DAY OF January 19 75

(SEAL)

MY COMMISSION EXPIRES 5-1-78

[Signature]
OFFICIAL CAPACITY

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 19 _____

(SEAL)

MY COMMISSION EXPIRES _____

OFFICIAL CAPACITY

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2:20 o'clock P M. ON THE 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 537 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

WHEREAS,

J. L. TINKLE and LOUISE N. TINKLE

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

TWO THOUSAND TWO HUNDRED AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HERewith, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF February 19 80

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

J. L. TINKLE and wife, LOUISE N. TINKLE

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

Being in the Northeast Corner of the Northwest Quarter of Section 26, Township 2, Range 8 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit: BEGINNING 26.50 chains East of the Northwest Corner of said Northwest Quarter of said Section 26; thence South 15.50 chains to a stake; thence East 13 chains to public road; thence North along the West boundary of said public road 15.50 chains to a stake; thence West 13 chains to the beginning; containing 20.15 acres, more or less;

LESS AND EXCEPT: 0.34 Acres conveyed to Evelyn F. Tinkle by deed of record in Book 62, Page 14, more particularly described as follows: BEGINNING at an iron pin in West right-of-way of Nesbit Road, said pin being 1,034.6 feet South of North line of Section 26, Township 2, Range 8 West, and also being the Northeast Corner of the Mamie W. Ezell property; thence South 84° 30' West along North line of said Ezell property 150 feet to an iron pin; thence North 5° 40' West 100.0 feet to an iron pin; thence North 84° 30' East 150.0 feet to an iron pin in West right-of-way of said Nesbit Road; thence South 5° 40' East along said right-of-way 100.0 feet to the Point of Beginning and containing 0.34 Acres, more or less;

SUBJECT TO: Right-of-Way given to Mississippi Power & Light Company recorded in Book 37, Page 34; Right-of-Way to DeSoto County, Mississippi, for road purposes, recorded in Book 37, Page 505; Right-of-Way given to Mississippi Power & Light Company for electric power service, as recorded in Book 100, Page 146; and, Subdivision and Zoning rules and regulations of DeSoto County Planning Commission and Requirements of DeSoto County Health Department.

CONTAINING IN ALL 19.81 ACRES, MORE OR LESS.

The foregoing description is attached to and made a part of that certain mortgage executed by J. L. TINKLE et al., dated DECEMBER 17, 1974, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 2,200.00.

J. L. Tinkle Signed for Identification

IN ADDITION TO THE INDEBTEDNESS HEREINABOVE DESCRIBED, THIS DEED OF TRUST IS GIVEN AS SECURITY FOR THE PAYMENT OF THAT CERTAIN NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$ _____ DATED _____ 19____ MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF THE RECORDS OF MORTGAGES AND DEEDS OF TRUST OF THE AFORESAID COUNTY.

GRANTOR AGREES THAT A FAILURE TO PAY, WHEN DUE, ANY INSTALLMENT ON EITHER OF THE NOTES HEREIN DESCRIBED OR ANY OTHER INDEBTEDNESS HEREBY SECURED, WILL, AT THE OPTION OF THE BENEFICIARY OR ITS ASSIGNS, MATURE EITHER OR BOTH OF SAID NOTES.

ANY PAYMENT OR FUNDS RECEIVED OR HELD BY BENEFICIARY FOR THE ACCOUNT OF ANYONE LIABLE FOR ANY INDEBTEDNESS SECURED HEREBY MAY, AT THE OPTION OF BENEFICIARY, BE APPLIED IN WHOLE OR IN PART AS A CREDIT ON EITHER NOTE OR ANY OTHER INDEBTEDNESS HEREBY SECURED.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION. SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENTS; OR, IF NOT SO APPLIED, MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, OR 4 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGES, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FEDERAL FARM LOAN ACT AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION 11, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARD PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 17th DAY OF DECEMBER, 1974

J. L. Tinkle
Louise N. Tinkle

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

J. L. TINKLE and wife, LOUISE N. TINKLE

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 15th DAY OF January, 1975



M. B. Hays
NOTARY PUBLIC
(OFFICIAL CAPACITY)

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 540 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of Jan 1975.
Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 2:30 O'CLOCK P. M. ON THE 15 DAY OF January 1975 AND DULY RECORDED ON THE _____ DAY OF _____ 19____ ON PAGE _____ OF BOOK _____ OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 19____

CHANCERY CLERK

(SEAL) BY _____ D. C.

5.00 pd
K, W & K

et al., dated DECEMBER 17, 1974, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 2,200.00.

J. L. Tinkle
Signed for Identification

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS that Philipsborn De Soto, Inc., a Mississippi corporation, by its Chairman and Secretary, for and in consideration of the payment of the sum of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, does hereby remise, convey, release and quitclaim unto Freeport Industrial Development Venture, a joint venture consisting of S & T of Mississippi, Inc., and Philipsborn De Soto, Inc., both corporations of the State of Mississippi, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage bearing date the 4th day of October, 1971, filed for record in the Office of the Chancery Clerk for DeSoto County, Mississippi, on October 4, 1971, at 2:15 P.M. o'clock, and recorded in Book No. 133, page 491, of Real Estate Trust Deeds in said Clerk's office, to a portion of the premises described therein as follows, to-wit:

Lot 66 and the north 85.00 feet of lot 65 in Unit 2 of Freeport Industrial Park as recorded in the DeSoto County Clerk's office and being more particularly described as follows.

Beginning at a point in the easterly sideline of Aaron Lane a distance of 420.45 feet northwardly, as measured along said sideline, from it's tangent intersection with the northerly sideline of Patti Road (70 feet wide). Thence northwardly along the easterly sideline of Aaron Lane a distance of 240.10 feet to a corner for lot 67; thence eastwardly along the line dividing lots 66 and 67

a distance of 368.84 feet to a point in the westerly sideline of Rostin Road (70 feet wide); thence southwardly along the westerly sideline of Rostin Road, forming an angle in the southwest quadrant of 90 degrees with the last above described course, a distance of 240.00 feet to a point; thence westwardly, forming an angle in the northwest quadrant of 90 degrees with the last above described course, a distance of 370.00 feet to a point in the easterly sideline of Aaron Lane (70 feet wide), the point of beginning, all in Section 22, Township 1, Range 8 West, DeSoto County, Mississippi.

situated in the County of DeSoto, and State of Mississippi, together with all the appurtenances and privileges thereunto belonging and appertaining.

It is expressly understood and agreed by and between the parties hereto that this release is in no way to operate to discharge the lien of said Philipsborn De Soto, Inc., upon any other of the premises described therein, but it is only to release the portion particularly above described and none other; and that the remaining or unreleased portions of the premises in said Mortgage described are to remain as security for the payment of the indebtedness secured to be paid thereby and for the full performance of all the covenants, conditions and obligations contained in said Mortgage and the Note therein mentioned.

WITNESS our hand and seal this 20th day of Dec., 1974.

PHILIPSBORN DE SOTO, INC., a corporation of the State of Mississippi

By T. D. Philipsborn
Chairman

ATTEST:
[Signature]
Secretary
(Corporate Seal)

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

On this 20th day of Dec., 1974, before me appeared J. D. Philipsborn and Laura S. Rothchild, to me personally known, who, being by me duly sworn, did say that they are the Chairman and Secretary of Philipsborn De Soto, Inc., a corporation of the State of Mississippi, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and delivered in behalf of the corporation by authority of its Board of Directors, and that this instrument is the free and voluntary act and deed of the corporation.

GIVEN under my hand and seal this 20th day of Dec., 1974.

Kay Jackson
Notary Public

My Commission Expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P.M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 543 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan. 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson CLERK

546

Part of Release of this Instrument Recorded in
Deed Estate T 19 Book

209 Page 627

28 day of March 1977

[Signature] Clerk

Deed of Trust

To

REPUBLIC NATIONAL BANK OF DALLAS, BENEFICIARY

THIS DEED OF TRUST, Made and entered into this the 30th day of December, 1974, by and between VANTAGE PROPERTIES, INC., a Texas corporation, of the first part, hereinafter designated as the GRANTORS; PRICE SMITH, Trustee, of the second part, hereinafter designated as TRUSTEE; and REPUBLIC NATIONAL BANK OF DALLAS, a national banking association, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Being in the original principal amount of \$525,000.00, bearing interest and being payable on demand or, if no demand be made, then on December 30, 1975, said interest being payable monthly commencing February 1, 1975,

and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, all as more specifically hereinafter described, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Being the North 85 feet of Lot 65 and all of Lot 66, Unit 2 of Freeport Industrial Park Subdivision in Section 22, Township 1, Range 8 as per plat thereof recorded in Plat Book 13, Pages 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

To have and to hold the above described premises, together with all improvements thereon and all the rights, hereditaments and appurtenances in any wise appertaining or belonging thereto; and together with all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including but not limited to all machines, engines, boilers, dynamos, elevators, stokers, tanks, all awnings, screens, cabinets, shades, blinds, carpets, draperies, furniture, furnishings, lawn mowers, and all plumbing, heating, air conditioning, lighting, ventilating, refrigerating, cooking, laundry, and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, and all building materials and equipment now or hereafter delivered to said premises and intended

to be installed therein, unto said Trustee, his successors in this trust and his assigns, forever. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

SEE ATTACHED RIDER FOR ADDITIONAL PROVISIONS, WHICH RIDER IS INCORPORATED HEREIN BY REFERENCE

IN TESTIMONY WHEREOF, witness the signature of the Grantors on this the day and date first above written.

ATTEST:

VANTAGE PROPERTIES, INC.

By: 
Ass't. Secretary

By: 
Vice President



STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared L. MAURICE COLLINS, the VICE President of VANTAGE PROPERTIES, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December, 1974.

Layne Kelley
Notary Public in and for said
County and State

[Seal]



My Commission expires:
June 1, 1975

RIDER TO CONSTRUCTION DEED OF TRUST
DATED DECEMBER 30, 1974
FROM VANTAGE PROPERTIES, INC.
TO PRICE SMITH, TRUSTEE

- (1) Grantors have in their own right a good and perfect title in fee simple to the property herein described, which is free from encumbrance superior to the indebtedness hereby secured, and have full right to make this conveyance.
- (2) In the event the fee simple title to all or any part of the mortgaged property shall become vested in any party other than Grantors, whether by operation of law or otherwise, the Beneficiary may, at its option, without notice, declare all of the indebtedness secured by this Deed of Trust immediately due and payable. If Beneficiary should consent to any sale or conveyance of the property, Grantors will not sell all or any portion of the mortgaged property unless the purchaser, as a part of the consideration, shall either (a) expressly agree to assume the payment of the indebtedness hereby secured or (b) expressly agree that the title and rights of such purchaser are and shall remain subject to all and every the terms of this Deed of Trust for the complete fulfillment of all obligations of the Grantors hereunder, and unless, also, the deed shall expressly set forth the said agreement of the purchaser; nor will Grantors grant any easement whatever with respect to any of the mortgaged property without the joinder therein of the Beneficiary, or rent or lease any of the mortgaged property for any purpose whatever for a longer period than one year without the written consent of the Beneficiary.
- (3) In the event the ownership of the premises covered hereby or any part thereof becomes vested in a person other than the Grantors, the Beneficiary may, without notice to the Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness hereby secured in the same manner as with the Grantors, without in any way vitiating or discharging the Grantors' liability hereunder or upon the indebtedness hereby secured. No sale of the premises covered hereby, and no forbearance on the part of the Beneficiary, and no extension of the time for the payment of the indebtedness hereby secured, given by the Beneficiary, shall operate to release, discharge, modify, change or affect the original liability of the Grantors or the liability of the guarantors or sureties of the Grantors, either in whole or in part.
- (4) Any part of the mortgaged property may be released by the Beneficiary without affecting the lien hereof against the remainder. The lien and rights hereby granted shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the same indebtedness or any part thereof, shall at no time release or impair the lien and rights granted hereby, or affect the liability of any endorser or surety, or improve the right of any junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien on all of the mortgaged property not expressly released until the said indebtedness is completely paid.
- (5) The invalidity, or unenforceability in particular circumstances, of any provision of this Deed of Trust shall not extend beyond such provision or such circumstances; no other provision of this instrument shall be affected thereby.

(6) Grantors hereby assign and pledge to Beneficiary, as additional security for the payment of indebtedness secured by this Deed of Trust, any and all rents on the premises covered hereby; and Grantors authorize the Beneficiary to take possession of the premises at any time there shall be any default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, and to rent the same for the account of the Grantors, and to deduct from such rents all costs of collection and administration, and to apply the remainder of such rents on the indebtedness hereby secured. It is further agreed that the Beneficiary, in any action to foreclose, shall be entitled to the appointment of a Receiver of the rents and profits of the premises covered hereby as a matter of right and without notice, with power to collect the rents, issues and profits of said premises due and coming due during the pendency of such foreclosure suit, without regard to the value of the premises or the solvency of any person or persons liable for the payment of the indebtedness involved in said suit. Grantors, for themselves and any subsequent owner, hereby waive any and all defenses to the application for a Receiver as above provided, and hereby specifically consent to such appointment without notice; but nothing herein contained is to be construed to deprive the Beneficiary of any other right, remedy or privilege it may now have under the law to have a Receiver appointed. The provision for the appointment of a Receiver of the rents and profits and the assignment of such rents and profits is made an express condition upon which the loan hereby secured is made.

(7) To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the herein-described premises, such proceeds have been advanced by Beneficiary at Grantors' request; and Beneficiary shall be subrogated to any and all rights and liens owned or granted by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

(8) No waiver of any default on the part of Grantors or breach of any of the provisions of this Deed of Trust shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

(9) In the event that there be a trustee's sale hereunder and if at the time of such sale Grantors, their heirs, executors, administrators or assigns, be occupying the premises so sold, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the property, such rental to be due daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing for possession of said property and premises; and this agreement and the trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all, arose and continued.

(10) The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto and to

any substitute trustee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "Beneficiary" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

(11) It is understood and agreed that funds to be advanced upon the Note hereinbefore described are to be used in the construction of certain improvements on the lands herein described in accordance with a certain Loan Agreement made by and between the Grantors and the Beneficiary, dated of even date herewith, which said Loan Agreement is incorporated herein by reference to the same extent and effect as if fully set forth herein and made a part of this Deed of Trust. This Deed of Trust secures the payment of all sums and the performance of all covenants required by Grantors by said Loan Agreement, and on the failure of Grantors to keep and perform all the covenants, conditions and agreements of said Loan Agreement the principal sum and all interest and other charges provided for herein and secured hereby shall, at the option of the Beneficiary of this Deed of Trust, become due and payable, anything herein contained to the contrary notwithstanding.

(12) Beneficiary agrees that if it shall request the Trustee or any Substitute Trustee to post notices of foreclosure sale hereunder, Beneficiary shall at the time such notices are posted, or as soon as reasonably possible thereafter, either transmit or cause to be transmitted to the Grantors true copies of such notices by certified or registered mail, return receipt requested, addressed to Grantors at the address hereinafter provided, or such other address of Grantors of which Beneficiary has been notified, in writing.

(13) All agreements between Grantor and the Beneficiary hereof are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Beneficiary for the use, forbearance, or detention of the money to be loaned pursuant to the above-described Promissory Note or for the performance or payment of any covenants or obligations contained herein exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Beneficiary hereof shall ever receive as interest under such Promissory Note or this Deed of Trust an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Promissory Note and not to the payment of interest or if such excessive interest exceeds the unpaid balance of principal, the excess shall be refunded to Grantors. This provision shall control every other provision of all agreements between Grantors and Beneficiary.

(14) With respect to the real and personal property hereinabove described, this Deed of Trust shall constitute a security agreement between Grantors and Beneficiary, and, cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Uniform Commercial Code. Grantors will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of

the security interest of Beneficiary, or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code with respect to such property, and it is expressly agreed that if upon default Beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Uniform Commercial Code, ten (10) days' notice by Beneficiary to Grantors shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code requiring such notice; provided, however, that Beneficiary may at its option dispose of the collateral in accordance with Beneficiary's rights and remedies in respect of the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Uniform Commercial Code.

The Grantors shall give advance notice, in writing, to Beneficiary of any proposed change in Grantors' name, identity, or corporate structure and will execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of the Beneficiary's security interest with respect to any and all goods and property described or referred to herein.

(15) To the extent permitted by applicable law, the Promissory Note and loan secured hereby and the provisions of this Deed of Trust shall be governed by and construed in accordance with the laws of the State of Texas.

Address of Grantors:

2525 Stemmons Freeway, Suite 1000
Dallas, Texas 75207

Being the North 85 feet of Lot 65 and all of Lot 66, Unit 2 of Freeport Industrial Park Subdivision in Section 22, Township 1, Range 8 as per plat thereof recorded in Plat Book 13, Pages 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the easterly sideline of Aaron Lane a distance of 420.45 feet northwardly, as measured along said sideline, from its tangent intersection with the northerly sideline of Patti Road (70 feet wide). Thence northwardly along the easterly sideline of Aaron Lane a distance of 240.10 feet to a corner for lot 67; thence eastwardly along the line dividing lots 66 and 67 a distance of 368.84 feet to a point in the westerly sideline of Rostin Road (70 feet wide); thence southwardly along the westerly sideline of Rostin Road, forming an angle in the southwest quadrant of 90 degrees with the last above described course, a distance of 240.00 feet to a point; thence westwardly, forming an angle in the northwest quadrant of 90 degrees with the last above described course, a distance of 370.00 feet to a point in the easterly sideline of Aaron Lane (70 feet wide), the point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P. M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 546 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan. 1975.

Fees \$9.00 pd.

SEAL H. P. Ferguson, CLERK

FULLY PAID AND SATISFIED
 DATE 11/7/95
 UNITED STATES OF AMERICA
 RURAL DEVELOPMENT
 BY [Signature]
 Community Development Mgr.
 PURSUANT TO AUTHORITY
 CONTAINED IN 31.F.R.14109

ATTEST W.E. Davis
 CHANCERY CLERK

USDA-FHA
 Form FHA 427-1 MS
 (Rev. 7-1-73)

Position 5
 CORRECTION
 REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 31, 1974
 (Date)
 by and between the undersigned Eddie B. Hilliard and wife, Irene O. Hilliard and Dorothy M. Hilliard
 residing in DeSoto County, Mississippi, whose post office
 address is Route 3, Box 241, Hernando, Mississippi 38632,
 grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<i>Date of Instrument</i>	<i>Principal Amount</i>	<i>Annual Rate of Interest</i>	<i>Due Date of Final Instalment</i>
May 31, 1974	\$17,410.00	8 1/4%	May 31, 2007

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto
 3.0 acres off the North side of the South 10 acres of the 24-1/2 acres off the West side of the Southwest Quarter of Section 5, Township 3 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as point of beginning lying 638 feet North of the Southwest Corner of Section 5; thence North 1° 30' East along wire fence line and West line of said Section 5 a distance of 332 feet to an iron pipe by 26 inch sycamore tree; thence South 83° 30' East along wire fence line and North line of said 10 acre tract 385 feet to a 30 inch ash tree; thence South 1° 30' West along wire fence line and Mrs. J. A. Riley West property line 332 feet to a stake; thence North 83° 30' West 395 feet to the point of beginning subject to 30 foot wide easement along West side of above described property for public road, subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and rights

of ways and easements for public roads and public utilities and any encroachments, easements or defects that might appear on a current, accurate survey.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Dorothy M. Hilliard

(X)
Witness

Irene O. Hilliard

witness his mark
Eddie B. Hilliard
Billy W. Stanfield
Hilliard, Ms

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Eddie B. Hilliard and wife, Irene O. Hilliard and Dorothy M. Hilliard, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 13th day of January, 1975.

(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires:

5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 16 day of Jan. 1975, and that the same has been recorded in Book 182 Page 555 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan. 1975.

Fees \$5.00 pd.

SEAL

H. P. Ferguson, CLERK

WILLIAM BARTHOLOMEW
Attorney at Law
3265 Whitebrook Plaza
Memphis, Tennessee 38118

RELEASE DEED

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: THAT Metro Realty & Investment Company, Inc., of Memphis, Tennessee, the beneficiary, does hereby certify that a certain trust deed bearing date of April 6, 1973, made and executed by Luigi Valantino Andreoni and wife, Dorothea Andreoni, to Metro Realty & Investment Company, Inc., the above named beneficiary; and recorded in the office of the Clerk of Real Estate Trust Deeds in the State of Mississippi, in Book No. 157, page 508, of the land records of DeSoto County, in the State of Mississippi, is now fully paid and satisfied; and we do hereby authorize the Clerk of Real Estate Trust Deeds of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also, as provided by law.

METRO REALTY & INVESTMENT COMPANY, INC.

By: Thomas E. Sporn
President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally came and appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, the within named Thomas E. Sporn President of Metro Realty & Investment Company, Inc., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his voluntary act and deed and for the purposes and consideration therein expressed.

Given under my hand and seal this the 20th day of Dec, 1974.

William Bartholomew
Notary Public

My Commission Expires:

4/29/78



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P.M. day of Jan 1975, and that the same has been recorded in Book 182 Page 559 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan, 1975.

Fees \$ 2.50

H. P. Terrian

560

CANCELLED BY AUTHORITY, RECORDED IN BOOK

438 PAGE 224
THIS 3rd DAY OF June 1988
W.E. Davis N.P.

Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Robert Lee Stewart, et ux

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 9th day of January 1975
between Robert Lee and wife, Nora Caroline Stewart

and The Hernando Bank of the first part,
of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said part of the second part in the sum of Four Thousand Three Hundred Nine & 20/100 (\$4,309.20) evidenced by one promissory note of even date bearing ten per cent (10%) interest due after maturity, this note due and payable in 60 equal monthly installments of \$71.82, the first installment due February 22, 1975, and one installment due monthly thereafter until paid in full.

And any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed the amount of the sum of One Dollar to the party of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William W. Ballard Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the acreage, products of every kind that may hereafter be produced thereon, and all the crops of every kind to be grown by the party of the first part, or its family, or any family working with or under the party of the first part, or otherwise, during the year 1975, on the land that may cultivate, or come to be cultivated, at tract or tracts and all farming implements of every kind and

THE LAND LYING AND BEING SITUATED IN THE TOWN OF HERNANDO, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Lot 43, in section C, Oaklawn Subdivision in Section 13, Township 3, Range 8 as shown by Plat recorded in Plat Book 4, Page 29, in the Office of the Chancery Clerk of said County, said property being located in Section 13, Township 3, Range 8, Town of Hernando, DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the day of 1975, then this instrument is to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein embodied, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness: OUI signature B the date written above.
Witness: *Nora Caroline Stewart*

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority
Robert Lee and wife Nora Caroline Stewart of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 9th day of January 1974
(SEAL) *Robert M. Barber* Clerk
My Commission Expires Jan 7 1979 By _____ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me _____ of said County, this day personally appeared the above named _____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 16 day of Jan 1975, and that the same has been recorded in Book 182 Page 560 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of Jan 1975.
Fees \$2.50 pd.

SEAL *H. P. Ferguson* CLERK

THIS 28 DAY OF Sept 1977

This instrument prepared by CHANCERY CLERK
Marvin Posner, Attorney
Suite 1118 White Station Tower Building
5050 Poplar Avenue
Memphis, Tennessee 38117

FOR A VALUABLE CONSIDERATION: receipt of which is hereby acknowledged, the undersigned convey and warrant to TOM DUNIGAN and RUSSELL COOPER, Trustees, the following property in the County of DeSoto, Mississippi, to-wit:

Lot 1724, Section G, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat of record in Plat Book 3, Pages 31 and 32, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In trust, to secure the payment of \$12,051.55 evidenced by one note of this date, payable to THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer due as follows:

Seventy-two (72) monthly payments, the first of which is due and payable on April 10, 1978, and one of which shall be due and payable on the 15th day of each succeeding month hereafter until the entire indebtedness is paid in full. The first seventy-one (71) of said note payments are in the sum of one hundred and twenty dollars and 10/100 (\$120.00) dollars each and the final note payment is in the sum of one hundred and thirty-one dollars and 55/100 (\$131.55) DOLLARS.

As stated above, inasmuch as the property herein conveyed, therein provided, according to their terms, with all other amounts that may now or at any time hereafter be due or owing to the said THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer, either jointly or severally, as the case may be, shall be held as collateral security for the payment of the said note, the said THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer, shall have the right of final maturity of the indebtedness secured hereby, and shall be entitled to an additional amount so stated in the said note.

The said borrower shall pay the above stated indebtedness, with all other amounts due and owing, and perform the covenants herein contained, and if he fails to do so, the same shall be void.

Should the said borrower fail to pay the principal, interest, when due, or if the said indebtedness is not punctually performed, or if the said THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer, secured hereby may believe that the property herein conveyed is not sufficient security for the payment of the said indebtedness, the said THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer, shall be entitled to an additional amount so stated in the said note.

The said borrower shall pay all taxes and assessments due, and shall also cause the property herein conveyed to be insured against fire on a non-cancelable basis to its full insurable value, in insurance contracts with a company approved by the holder of such indebtedness, with issue, copies of which shall be filed as their interests may appear. Beneficially, however, the said THE FURNITURE CENTER MASTER PROFIT SHARING PLAN, Memphis, Tennessee, or bearer, shall be entitled to an additional amount so stated in the said note, with interest at the rate of ten per cent per annum from date of payment, to the date of repayment, to the principal amount secured hereunder.

Upon failure to pay such indebtedness when due, by declaration hereunder, or when matured, the Trustees shall upon demand of the holder of any part of such indebtedness, take possession of all the property herein conveyed and proceed to sell same, or a sufficiency thereof, to satisfy said indebtedness and all cost, at public auction for cash to the highest bidder at such suitable place as the Trustee may select, after having advertised the same according to Section 2772 of the Code of Mississippi of 1906 as amended, but if personalty alone is encumbered

... shall be satisfied by posting notices at ... in accordance with law, giving ... the proceeds of sale the ... of executing this ... upon the amount ... upon such indebtedness, ... assessments, insurance ... hereby secured;

... to the grantee that ... all claims for taxes and ... of whatsoever ... executed by Clendon T. ... of ... DeSoto ... of any of said notes, may ... substitute ... acknowledged and duly re-

2nd day of April, 1973.

William M. Sharpe

Barbara J. Sharpe

... authority of ... and ... that they signed and ... therein.

2nd day of April,

Thomas J. ...



30 A-182 7 561 May 1973 10
3.00 17 January

RELEASE

THE STATE OF MISSISSIPPI,
~~DeSoto~~
~~TISHOMINGO~~ COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

That I, BILLY M. BOLTON, EXEC. VICE PRESIDENT do hereby constitute and appoint
H. G. FERGUSON Clerk of the Chancery Court, in and for said State and
County, my true and lawful attorney for me, to enter satisfaction of and cancel upon the records of the Chan-
cery Clerk's office in TISHOMINGO COUNTY, that certain DEED OF TRUST executed on the
28TH day of April, 19 73, by
Gerald Owens to Bank of Red Bay, Red Bay, Alabama
which said DEED OF TRUST is recorded in DEED OF TRUST BOOK NO. 158, Page 374
of the TRUST DEED RECORDS of TISHOMINGO COUNTY, MISSISSIPPI.

Witness my hand and seal, this 11th day of January, A. D., 19 75.

BANK OF RED BAY
BY Billy M Bolton

Alabama
THE STATE OF MISSISSIPPI
Franklin County

Personally appeared before me, the undersigned authority, in and for said County, the within named
Billy M. Bolton who acknowledged that he signed, sealed and delivered
the within instrument for the purpose therein expressed as an act and deed, on the day and year therein
mentioned.

Given under my hand and seal, this 11 day of Jan, A. D., 19 75.

Laurie Pennington
Notary Public
MY COMMISSION EXPIRES JULY 22, 1978

THE STATE OF MISSISSIPPI
~~DeSoto~~
~~TISHOMINGO~~ COUNTY

I, H. G. Ferguson Clerk of the Chancery Court of said County, do hereby
certify that the within named instrument was filed for record in my office on the 16 day of
January, 19 75, at 10:30 O'clock A. M., and that the same,
together with the certificate and acknowledgement, is now duly recorded in Book _____, Page _____
of the Record of Deeds in my office.

Given under my hand and official seal, this _____ day of _____, A. D., 19 _____

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 16 day of Jan, 1975, and that the same has been
recorded in Book 182 Page 563 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal, this the 17 day of Jan, 1975.

Fees \$ 2.50

H. G. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

CHRISTINE WILSON,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

SCHLLEY WILLIAMS (Also Known as SHELLIE MOSBY),

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FOUR THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS
(\$ 4,500.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, ~~bearing interest at the rate of xxxxxxxxx per centum per annum after~~
, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Twenty-Two (22) equal monthly payments of \$200.00 each beginning on
the 30th day of April, 1974, with a like payment due and payable
on the 30th day of each and every successive month thereafter, and a
final payment of \$100.00 due and payable on the 30th day of February,
1976, or until paid in full.

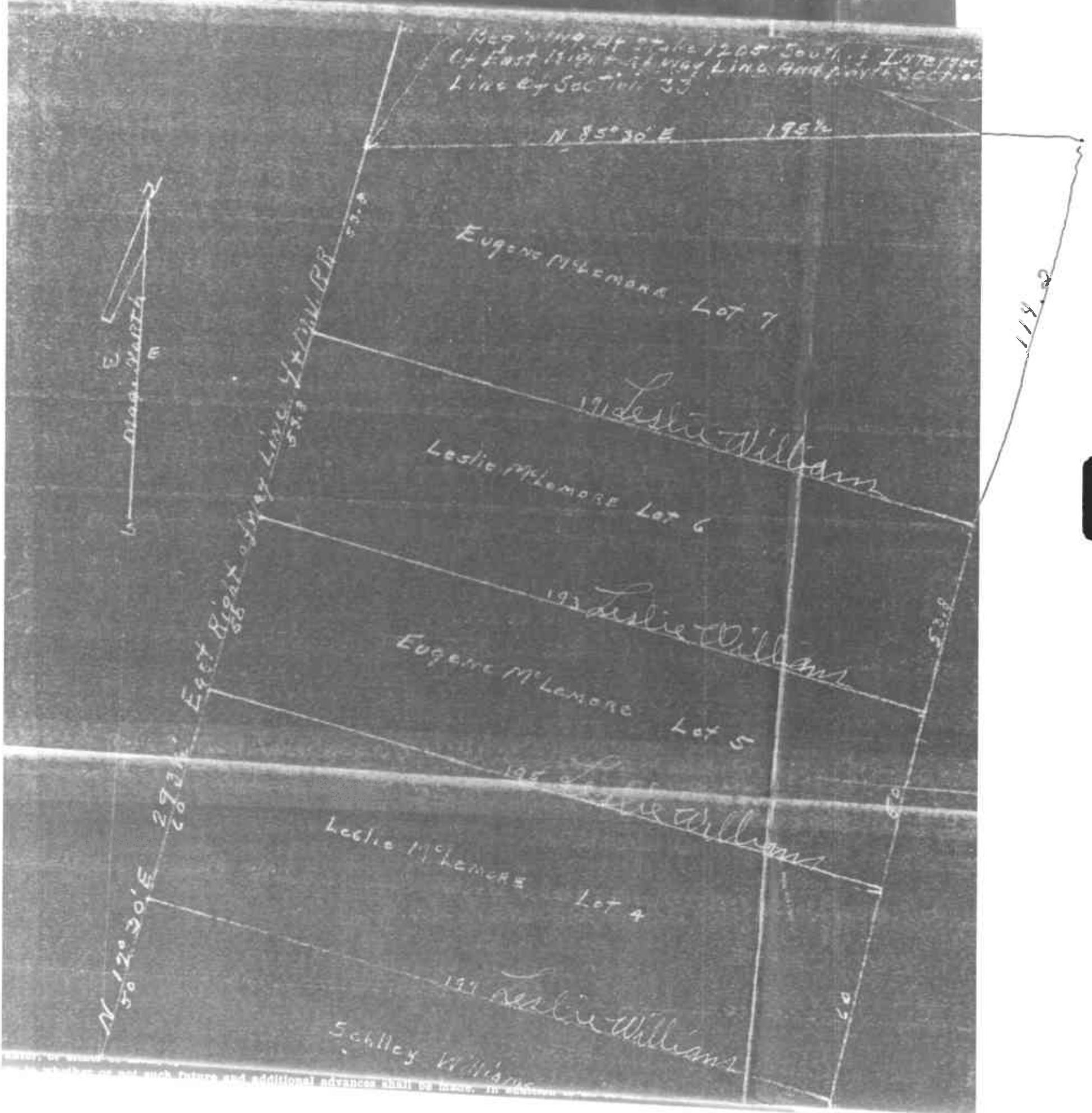
WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

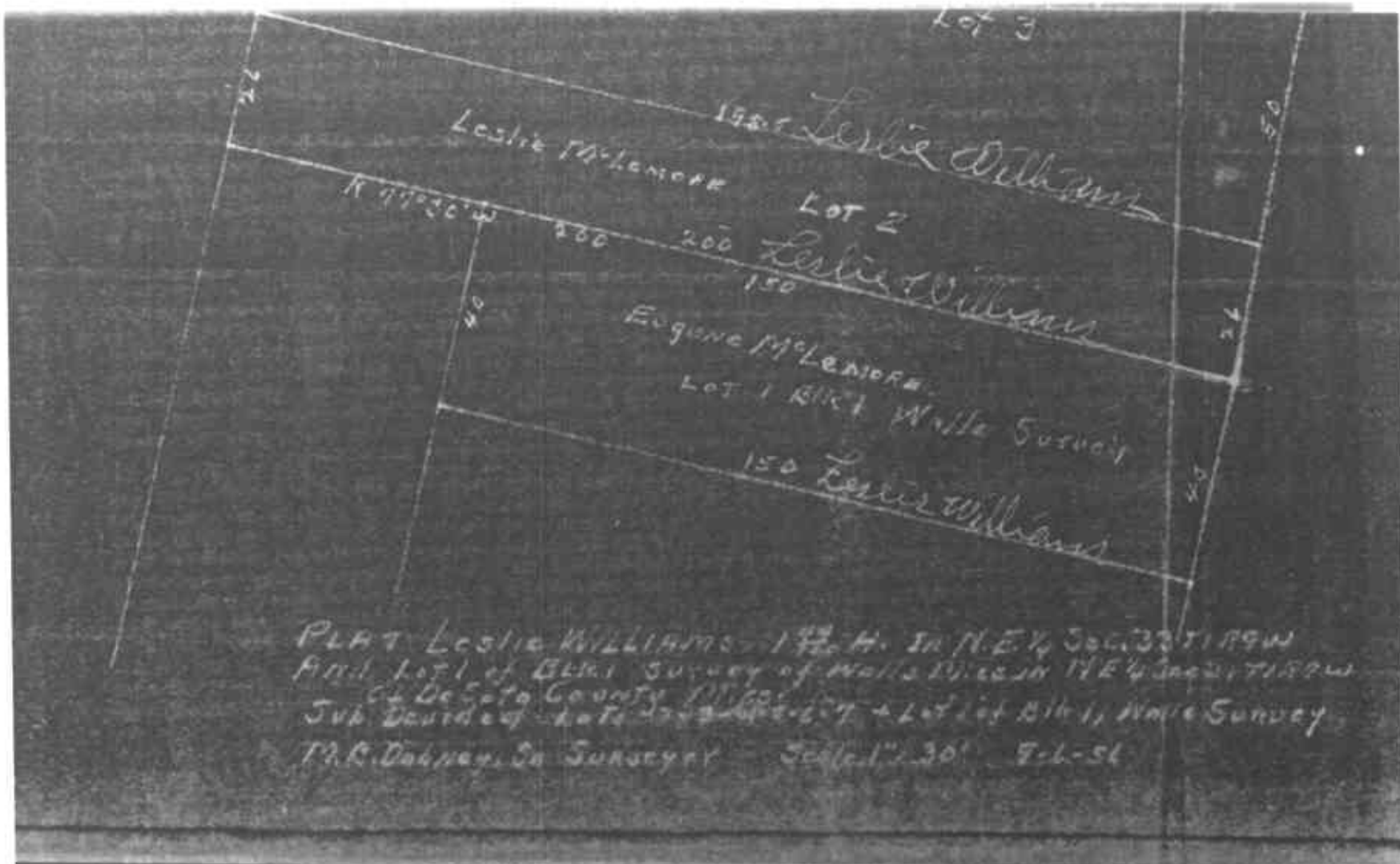
NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

See next page.

A parcel of land approximately .2 acres, more or less, known as Lot 3 of the Leslie Williams property, and being in the Northeast Quarter of Section 33, Township 1, Range 9 West, DeSoto County, Mississippi, as shown on the attached Survey of M. B. Dabney, Sr. dated September 6, 1956, and being the same survey attached to the Last Will and Testament of Leslie Williams in Cause No. 10,464 in DeSoto County, Mississippi, Chancery Court in which Will the said Schley Williams was named as the heir to the said Lot 3 of the Leslie Williams property.





Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

568

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of March, 1974.

Christine Wilson
Christine Wilson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

CHRISTINE WILSON,

who ~~personally~~ acknowledged that she

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 20th day of March, 1974.

My Commission Expires: April 3, 1975

Mable O. Hays
Notary Public

30 9. 182 15

565 Jan.

17

Jan.

5.00

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by CHARLES WINFORD JOYNER AND WIFE, DORIS FLORINE JOYNER, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated December 31, 1974, securing a note in the sum of \$ 24,150.00, recorded in Book 182, Page 373, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 24,150.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of February, 1975.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 10th day of January, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:
CORPO
Edwin G. Moskowitz
Edwin G. Moskowitz
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Edwin G. Moskowitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 10th day of January, 1975.

My Commission Expires July 19, 1975

Teenie Lay
Teenie Lay
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 16 day of Jan. 1975, and that the same has been recorded in Book 182 Page 569 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of Jan. 1975.

2.50

H. P. Ferguson

To the Chancery Clerk of DESOTO County, Mississippi:

You are hereby authorized and requested to mark satisfied and cancelled of record in your office the following deed of trust, to-wit:

One executed by WARREN W. SULLIVAN dated January 3rd 19 73
to W. P. DULANEY as Trustee for the benefit of the undersigned

Planters Bank, Tunica, Mississippi, recorded in Land Record Book 152 at page 428 of said records.

The indebtedness secured by the above described instrument has not been assigned and has now been paid in full.

WITNESS the signature and corporate seal of the said Planters Bank by H. D. Holmes, Jr.,
its President and Mrs. Laura M. Schultz its Assistant Vice President
hereunto affixed, this the 13th day of January, 19 75

ATTEST:
Laura M. Schultz
A.V.P. KKKK

PLANTERS BANK, TUNICA, MISSISSIPPI
By H. D. Holmes, Jr.
President

STATE OF MISSISSIPPI
COUNTY OF TUNICA

Personally appeared before me, the undersigned Notary Public in and for said County and State, the above named
H. D. Holmes, Jr., and Mrs. Laura M. Schultz
the President and Assistant Vice President
respectively, of the above named Planters Bank, a Mississippi corporation, and acknowledged that on behalf of said Bank and
in its name, being duly authorized so to do, they signed the foregoing instrument, affixed thereto the seal of said corporation,
and delivered said instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 13th day of January, 19 75.

My Commission Expires: May 14, 1978 Betty R. Davis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 17 day of Jan. 1975, and that the same has been
recorded in Book 182 Page 570 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17 day of Jan. 1975.

Fees \$ 2.50

H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

John L. Pickney, Jr.

To { DEED OF TRUST

Dixie Greyhound Federal Credit Union, Memphis, Tennessee

THIS INDENTURE, Made this 16th day of January, 1975 between John L. Pickney, Jr.

Dixie Greyhound Federal Credit Union, Memphis, Tennessee of the first part, of the second part.

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Five Thousand Nine Hundred Dollars (\$5,900.00) evidenced by one promissory note of even date bearing interest as provided in the note, due and repayable in 120 equal amortized monthly installments of \$80.50, the first installment due February 16, 1975 and one installment due on the 16th day of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975... payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Louise Wilder... Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. All of the agricultural products of every kind that... on the land that... may be cultivated, or to be cultivated, or land or tenement and all fixtures, improvements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:

6.64 acres in the Southeast Quarter of Section 32, Township 3 South, Range 7 West described as follows: BEGINNING at a point that is located 379.48 feet in a direction of North 4 degrees 30 minutes West and 2,008.80 feet in a direction of South 85 degrees 30 minutes West of the Southeast corner of Section 32, Township 3 South, Range 7 West, said point being marked with an iron pin; thence North 89 degrees 30 minutes West a distance of 255.09 feet to a point marked with an iron pin; thence North 16 degrees 30 minutes East a distance of 955.20 feet to a point marked with an iron pipe; thence North 78 degrees 10 minutes East a distance of 210.23 feet to a point marked with an iron pipe; thence South 4 degrees 30 minutes East a distance of 558.00 feet to a point marked with an iron pin; thence South 32 degrees 30 minutes West a distance of 480.92 feet to the point of beginning, containing 6.64 acres, more or less. Lot 4...

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note. The maker of the note shall have the right to pay all or any part of the indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness in or before the due date of each installment then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. John L. Pickney, Jr.

STATE OF MISSISSIPPI, DeSOTO COUNTY. I, the undersigned authority of said County, the within named John L. Pickney, Jr.

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 16th day of January, 1975. Sarah Bethune Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 571 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 17 day of Jan. 1975.

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 285 PAGE 202 THIS 1 DAY OF July 82 H. P. Ferguson CHANCERY CLERK

229 PAGE 112
572 THIS 8 DAY OF August 19 78
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: Carl C. Schmidt and wife, Carolyn Onetta Schmidt

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: \$ 13824.00 Finance Charge: \$ 5426.31 Amount Financed: \$ 8397.69 Number of Monthly Instalments: 72 First Instalment Due Date: 2/9/78 19 Annual Percentage Rate (Agreed Rate of Charge) 18.40

This Deed of Trust, made this 3rd day of December 19 74, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in Desoto County, State of Mississippi:

Lot 1566
Section E, Southaven Subdivision, in Section 22, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 3 Pages 17 and 28 in the office of the Chancery Clerk of Desoto County, Mississippi.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Carl C. Schmidt SIGN HERE

Carolyn Onetta Schmidt SIGN HERE

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority, the within named

acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this 3rd day of December 19 74.

My commission expires December 18, 19 78

This instrument was prepared by B. Thompson

Company of Mississippi 6125 Millbranch Southaven, Mississippi.

43 F74 MS

STATE OF MISSISSIPPI, DESOTO COUNTY

30 A. 182 17 572 Jan.

17 Jan.

2.50

R 5.2

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 190 Page 394
This the 15 day of Sept 1975
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 183 Page 583
This the 6 day of March 1975
H. S. Ferguson Clerk

573

VA Form 26-4312 (Home Loan)
Revised January 1974. Use Optional,
Section 1510, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this -----15th----- day of --January-- , 1975,
by and between -----

-----MILTON R. MAPLES and wife, CAROL MAPLES-----

-----, hereinafter called the Grantor;-----
-----Stuart Robinson-----, hereinafter called the Trustee, and -----

-----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----, a corporation organized
and existing under the laws of the State of Mississippi-----, having its principal office and
post-office address at Jackson, Mississippi-----, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of -----DeSoto-----, State of Mississippi, to wit:

Lot 935, Section E, Greenbrook Subdivision, in Section 19, Township 1
South, Range 7 West, as per plat thereof in Plat Book 9 at Page 44,
of the land records of DeSoto County, Mississippi, and more particularly
described as follows:

Beginning at a point, said point being 67.46 feet west of the west curve
tangent point of the intersection of Southwick Drive and Greenbrook
Parkway; thence with an interior angle of 90° go northwardly 131.90 feet
to an iron pin; thence with an interior angle of 77°01'10" go southeast-
wardly 112.86 feet to a point in the west right of way of Greenbrook
Parkway; thence go southwardly along a 585.97 foot radius curve to the
left 80.36 feet to a point of tangency; thence along a 30 foot radius
curve to the right, go 44.44 feet to a point in the north right of way
of Southwick Drive; thence westwardly 67.46 feet along said right of
way to the point of beginning.

That, as additional and collateral security for the payment of the note
secured hereby and the indebtedness hereinafter described, Grantors
hereby assign to the owner of said debt all of the profits, revenues,
royalties, rights and benefits accruing under all of, and from or mineral leases
now on said property, or which may be either be placed there on, and
the lessee or assignee or successor is hereby required on production of
this Deed of Trust or certified copy thereof, to pay said profits, revenues,
royalties, right and benefits to the owner of said debt; this provision
to become effective, however, only upon default in the conditions and
terms of this Deed of Trust or the note hereby secured, upon notice
to the party obligated to pay same, and to terminate and become null
and void upon payment of the indebtedness hereby secured.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

The mortgagee covenant and agree that as long as this mortgage and the said
note secured hereby are executed under the provisions of the Servicemen's
Readjustment Act of 1944, they will not execute or file for record any instrument
which purports to release, or in anywise affect, the title or ownership of the property
secured by this mortgage, or any part thereof, until the expiration of the term of this mortgage,
except as provided in the Act.

Should the Servicemen's Readjustment Act of 1944 be amended, or should the
full amount covered by this mortgage be paid, or should the mortgagee be the
beneficiary of the Servicemen's Readjustment Act of 1944, as amended, which duty does
not arise from the date this mortgage was executed, the mortgagee, or any holder
hereof, may thereafter file and cause to be recorded or cause to be recorded and
may foreclose immediately or may exercise any other rights hereunder or take
any other proper action as provided by law.

Assignment Recorded in
Real Estate T 1 D Book
Page 726
This the April day of 1975
H. S. Ferguson Clerk

RECORDED IN BOOK
1141 6702
23rd August, 1999
W. E. Davis
CLERK

re-record
Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 501 Page 432
This the 13 day of May 1990
W. E. Davis Clerk

Trustmark National Bank
Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 454 Page 240
This the 8 day of Nov 1988
W. E. Davis by Clerk Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of **Thirty-Five Thousand Nine Hundred-----** Dollars (\$35,900.00), with interest from date at the rate of ----- $8\frac{1}{2}$ ----- per centum ($8\frac{1}{2}$ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of **Bankers Trust Savings and Loan Association** in **Jackson, Mississippi-----**, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of **Two Hundred Sixty-Nine & 97/100** Dollars (\$ 269.97-----), commencing on the first day of --**March**-----, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of---**February**---, **XX** 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --ten-- per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of -----DeSoto----- County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Milton R. Maples
Milton R. Maples

Carol Maples
Carol Maples

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

} ss:

Personally appeared before me -----, the undersigned authority in and for said County, the within named -----Milton R. Maples----- and -----Carol Maples-----, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this -----15th----- day of -----January-- , 19 75

Elaine McLenox Elder

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
20 A. 17 day of Jan. 1975, and that the same has been
182 573 recorded in Book

6.00

17 Jan. 1975
H. P. Ferguson

W.E. Davis
Chancery Clerk B.L. Smith, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

M. W. Jones, Jr., et ux,
Grantors
To DEED OF TRUST
W. E. Wilroy, Trustee for
The Hernando Bank,
Beneficiary

THIS INDENTURE, Made this 31st day of December, 1974,
between M. W. Jones, Jr. and wife, Mary Jane Jones, parties
of the first part,
and The Hernando Bank, Hernando, Mississippi, party of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Fifty thousand and no/100 - -Dollars (\$50,000.00) evidenced by their one promissory note of like amount and even date herewith bearing interest at the rate of 9% per annum from date, due and payable on or before December 15, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the life of this Trust Deed and the parties of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by W. E. Wilroy Trustee, the parties of the first part have this day granted,

bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

LANDS LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:
The North 130 acres of the Northeast Quarter of Section 16, Township 3, Range 8 West, LESS AND EXCEPT a strip of land 30 feet in width off of the entire North side of the North Half of the Northeast Quarter of Section 16, Township 3, Range 8 West conveyed to DeSoto County, Mississippi, by deed of record in Book 39, Page 594.

The Northwest part of the Northwest Quarter of Section 15, Township 3, Range 8 West, being 30 acres, more or less, and said 30 acres is also described as being the Northwest part of the Northwest Quarter of Section 15, Township 3, Range 8 West, being 30 acres, more or less, off the West side of the North 3/4 of said Northwest Quarter Section LESS AND EXCEPT a strip of land described as beginning at the Northwest corner of the Northwest Quarter of Section 15, Township 3, Range 8 West, thence East on the section line to the Northwest corner of the Banks property, thence South 30 feet, thence West parallel with the North line of said section to the West line of said Section, thence North 30 feet to the point of beginning, conveyed to DeSoto County, Mississippi, by deed of record in Book 39, Page 594. LESS AND EXCEPT that 20 acres conveyed to Milton W. Jones, III, et ux by deed of date July 31, 1973, and recorded in Book 106, Page 316 of the deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

This Trust Deed is second, Junior, and inferior to that certain Trust Deed of date April 23, 1962, and of record in Book 63, Page 285 of the real estate records of DeSoto County, Miss. and Trust Deed dated February 21, 1974 recorded in Book 171, Page 490, real estate records of DeSoto County, Mississippi, on February 25, 1974.

Should the Trustee at any time believe said property, or any part thereof, encumbered is a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness in or before the time as aforesaid, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above
M. W. Jones, Jr.
Mary Jane Jones

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named M. W. Jones, Jr. and wife, Mary Jane Jones

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 31st day of December 19 74
My Commission Expires (SEAL) 7-7-1978
By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 577 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of Jan. 1975.
Fees: 2.50
H. P. Ferguson, CLERK

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(ORDER BY NUMBER)

RELEASE OF MORTGAGE

Corporation Form

This Space Reserved for Filing Stamp

In Consideration of the payment of the debt therein named,
AMPI INVESTMENT CORPORATION

a corporation, does hereby release Mortgage made

by BURLEY F. ABERNATHY AND WIFE JO ANN H. ABERNATHY

to AMPI INVESTMENT CORPORATION

dated MARCH 26, 19 73,

and which is recorded in Book 156 Mortgages, Page 540 of the
Records of DESOTO County, State of MISSISSIPPI, covering the
following described property:

120 acres, more or less, being described as all of the Northwest Quarter
of Section 29, Township 3 South, Range 5 West, Desoto County, Mississippi,
which lies South of Old Red Banks Creek and being further described as part
of the property conveyed to the grantor herein by deed of record in Deed Book
25, page 179, Land Deed Records of Desoto County, Mississippi and being all
the property owned in said section by the grantor herein.

in DeSoto County, State of Mississippi

In Witness Whereof, AMPI INVESTMENT CORPORATION

has caused these presents to be signed by its (x) _____ President, and its corporate seal
to be affixed this 10th day of January, 19 75.

Attest: AMPI INVESTMENT CORPORATION

Non Berneman
Secretary

By Floyd S. Harden
President

(x) Must be either President or Vice President. Secretary cannot legally assign, but must attest.

STATE OF OKLAHOMA
COUNTY OF OKLA.

SS:

CORPORATION ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of
January, 19 75, personally appeared FLOYD S. HARDEN
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
President and acknowledged to me that HE executed the same as his free and voluntary act and
deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.

My Commission expires 4-18-1977

Juanita E. Whit
Notary Public

30

A. 182 17

578

Jan.

10

3.00

17

Jan.

N. M. S. & L. LOAN NUMBER
HL-46

DEED OF TRUST

This Deed of Trust, made this 13th day of January, 1975, between RAY EVANS, JR. and wife, BERTHA MARIE SCOTT EVANS,

of the County of DeSoto, State of Mississippi, herein called Trustor, and Joe M. Hudspeth, of the County of Lafayette, State of Mississippi, herein called Trustee, and NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, herein called Beneficiary,

WITNESSETH, Whereas Trustor is justly indebted to Beneficiary in the principal sum of THIRTY EIGHT THOUSAND AND No/100 - Dollars (\$38,000.00), to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of February 19 95, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, receipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described real property situated in the Mississippi, described as follows:

Lot No. 10, Dale Wood Subdivision in Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi, described as: BEGINNING at a point, said point being an iron pin in the East right-of-way of Hunter Road and 425.00 feet South of the South right-of-way of Star Landing Road; thence North 84° 48' East 614.96 feet to an iron pin; thence South 05° 12' East 212.50 feet to an iron pin; thence South 84° 48' West 614.77 feet to an iron pin in the said East right-of-way of Hunter Road; thence along said right-of-way North 05° 12' West 212.50 feet to the Point of Beginning; as shown on attached Final Survey Plat of Ben W. Smith, P. E., Revised and Dated August 8, 1974.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

together with all rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereof (all said property being herein referred to as "the premises").

Instrument recorded in Book No. 299 Page 705 This the 5 day of July 1982 H. H. Ferguson

Instrument recorded in Book No. 335 Page 240 This the 3 day of April 1981 H. D. Ferguson D.S.

CANCELLED BY AUTHORITY. RECORDED IN BOOK
674 PAGE 366
THIS 29 DAY OF Nov 19 93

W. E. Davis
Chancery Clerk
H. B. Sumner

TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on each such advancement at the rate of eight per cent. (8%) per annum, and all such sums and interest thereon shall be secured hereby.
10. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder,
 - (a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

11. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorize Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Trustee covenants faithfully to perform the trust herein created.

15. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

16. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.


17. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

19. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.


RAY EVANS, JR.


BERTHA MARIE SCOTT EVANS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named RAY EVANS, JR., and wife, BERTHA MARIE SCOTT EVANS,

who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as their own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of January, 1975

Marble B. Hayt
NOTARY PUBLIC
My commission expires April 3, 1975
My Commission Expires April 3, 1975



Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS &
LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF Desoto

I, H. P. Ferguson
Clerk of the Court of Chancery of said County,
do hereby certify that the foregoing conveyance
was filed for registration in this office on the
at 11:50 o'clock A. M., and was
recorded in Book 182 Page 579
of the Land Mortgage Records of said County,
on the 17 day of Jan., 1975.

Clerk of the Court of Chancery

By

Fee 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
50 minutes A. M. 17 day of Jan., 1975, and that the same has been
recorded in Book 182 Page 579 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17 day of Jan., 1975.

Fee 5.00

H. P. Ferguson
Clerk of the Court of Chancery

422 PAGE 83
THIS 25th DAY OF Nov. 19 27.

H. H. Ferguson
Chancery Clerk by D. Taylor, S.C.

DEED OF TRUST

THIS DEED OF TRUST, made the 15th day of January, 1927, between Kelly Land and Investments, Inc., a Mississippi corporation, Route 3, Germantown Road, Olive Branch, Mississippi, 38654 and all other persons whose post office address is Olive Branch, Mississippi, executing this deed of trust, hereinafter called "trustor," and W. J. Hunter, hereinafter called "trustee," and The Equitable Life Assurance Society of the United States a corporation, organized and existing under the laws of New York, having its principal office and post office address at 1285 Avenue of the Americas, New York, New York, hereinafter called "beneficiary":

WITNESSETH, That the trustor, for the purpose of securing the debt hereinafter referred to, with interest thereon, and the performance of the agreements and covenants herein contained, and in consideration of said indebtedness, does by these presents grant, bargain, sell, convey, warrant and confirm unto the trustee, and its successors and assigns, the following described real estate situate in the County of DeSoto, and State of Mississippi to wit:

120 acres, more or less, described as all of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Three (3) South, Range Five (5) West which lies South of the old Red Banks Creek and being further described as the land conveyed by Margaret I. Davis to Burley F. Abernathy and wife, by deed in Book 95, page 363, as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

and containing 120 acres, more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, including water and water rights of every kind and description and watering and irrigation apparatus and fixtures, and the rents, issues and profits thereof to have and to hold in trust forever, conditioned, however, that if the trustor shall pay to the beneficiary the sum of Forty-two Thousand and No/100 Dollars (\$ 42,000.00), with interest according to the terms of a promissory note bearing even date herewith, said note being executed by Kelly Land and Investments, Inc.,

and payable in instalments, the last of which matures on May 1, 2000, subject to acceleration of maturity as provided therein and herein, together with all other indebtedness secured hereby, and shall perform all the other terms, covenants and conditions contained in said note and this deed of trust, then these presents to be void and to be released by the beneficiary at the expense of the trustor, otherwise to be and remain in full force and effect.

This deed of trust is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the trustor agrees to pay the indebtedness with interest as in said note provided, and if default be made in the payment of any part thereof the beneficiary, or the trustee on demand of the beneficiary, may foreclose this deed of trust in the manner provided by law.

SECOND: That the trustor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises, or any part thereof including the trustee's or beneficiary's interest therein and upon this deed of trust or the note or indebtedness secured hereby, provided that should the amount of such taxes, assessments and other charges paid for the trustee or beneficiary under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, trustor shall not be liable to pay any of such excess over the highest legal rate.

THIRD: That the trustor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this deed of trust. The trustor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the trustor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman-like manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the beneficiary. The beneficiary shall have the right to inspect property conveyed hereby at such reasonable times and intervals as the beneficiary may desire, to determine the trustor's compliance with the covenants contained in any clause of this deed of trust.

FIFTH: That the trustor agrees to procure, maintain and deliver, premiums paid, to the beneficiary policies of insurance against such hazards on the buildings now or hereafter located on said premises as the beneficiary may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the beneficiary. The beneficiary is authorized to assign and deliver said policies to any purchaser of this deed of trust or to the purchaser of said premises at any foreclosure sale. In event of loss the beneficiary is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the trustor shall be paid to the beneficiary who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the trustor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises, or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this deed of trust or to comply with the provisions of paragraph Fourth hereof the beneficiary may, without notice or demand, insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the trustor to comply with the provisions of said paragraph Fourth and the trustor hereby agrees immediately to repay to the beneficiary without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the beneficiary with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the trustor the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

SEVENTH: That the trustor agrees to pay on demand all expenses and attorneys' fees incurred by the beneficiary by reason of litigation with third parties to protect the lien of this deed of trust and all money so paid by the beneficiary, including any expenses incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this deed of trust and in default of immediate repayment thereof by the trustor after demand, the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the trustor does hereby transfer, set over, assign and pledge to the beneficiary the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting said

premises or any part thereof, and all the rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of default under any of the terms, covenants and conditions of this deed of trust the beneficiary is hereby authorized and empowered to collect and receive all such rents, issues, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the trustor shall have the right to collect and receive any and all such rents, issues, incomes, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the beneficiary therefor.

NINTH: That the beneficiary may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in anywise impairing or affecting the liens and priorities herein provided for the beneficiary compared to any subordinate lien holder.

TENTH: That if the trustor shall default in the performance of any of the agreements or covenants herein contained, or if an owner shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if an owner shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, the entire indebtedness hereby secured, including all payments for taxes, assessments, charges, insurance premiums, liens, expenses and attorney's fees herein specified, shall, at the option of the beneficiary, and without notice to the trustor be due and collectible at once by foreclosure or otherwise by law; and upon application of the beneficiary it shall be the duty of the trustee and he is hereby authorized and empowered to sell said premises and all the right, title and interest of the trustor, in separate parcels or en masse as the trustee may elect, at public auction, to the highest and best bidder for cash during legal hours, after having advertised and given notice of the time, place and terms of said sale in the manner provided in section 888 of the Mississippi Code of 1942 annotated and any acts amendatory thereto, but the trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale or sales, at the time and place prescribed by the statute for sales under execution, and, even though said lands lie in more than one county or Judicial District, the trustee may at his election sell all said lands at one time in one sale conducted in any one of such counties or Judicial Districts; the trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the trustee herein named or any succeeding trustee; and the trustee out of the proceeds of such sale, after first paying all fees, charges and costs of making such sale, including reasonable fees and commissions of the trustee and all other expenses of this trust, including fees for professional advice and services, shall pay to the beneficiary the principal and interest due on said note according to the tenor and effect thereof and all moneys advanced by the beneficiary for insurance, taxes, assessments, charges, liens, fees, expenses or other purposes with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, rendering the over-plus, if any, to the trustor on demand; such sales and said deeds so made shall be a perpetual bar both in law and equity against the trustor and all other persons claiming the premises or any part thereof; it shall not be obligatory on the purchaser at such sale to see the application of the purchase money; and, except as to property where such provision is prohibited by law, upon commencement of any foreclosure, whether by advertisement under power of sale or by action, or at any time thereafter, as a matter of right, without consideration of the value of the premises, irrespective of the solvency or insolvency of the trustor or the then owner of said premises, appointment of a receiver for said premises to take possession hereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and the proceeds of said receivership shall be applied by said receiver toward the payment of the indebtedness secured by this deed of trust, or toward the payment of such part of the judgment rendered thereon as may remain unsatisfied after the sale of said premises, or to repay to the beneficiary any advancements which the beneficiary may make after the commencement of foreclosure action and before the expiration of the period of redemption for taxes, assessments, insurance or other charges as herein provided together with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, and from the proceeds of said receivership said receiver may make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and pay all taxes, assessments and charges accrued or accruing or redeem from sales therefor up to the expiration of the period for redemption and pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this deed of trust, and pay other proper charges as herein provided, and pay the expense of the receivership.

ELEVENTH: The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the beneficiary and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to trustor.

TWELFTH: That the trustor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances, that the trustee shall quietly enjoy said premises, that the trustor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the trustor and the makers of said note especially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisement, redemption, exemption or stay to which they may be entitled under the laws of the state in which said premises are situate, together with all dower, curtesy, rights, interests and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

THIRTEENTH: That the beneficiary, its successors or assigns, or any holder of the indebtedness secured hereby, if a corporation, acting by and through its president, vice-president or secretary or other managing authority, or if a person, acting personally, is hereby fully authorized and empowered at any time at its or his option to appoint a successor or successors to any trustee named herein or acting hereunder, which successor trustees shall thereupon succeed without conveyance from the trustee predecessor to all of his powers, duties, authority and title by an instrument in writing naming such new trustee, which shall be acknowledged and recorded in the Recorder's office in which this deed of trust is recorded.

FOURTEENTH: That every provision for notice and demand or request herein contained to be given or made by the beneficiary shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to said premises, or on their heirs or successors, or mailed to such person or persons, or their heirs or successors, at their address last known to the beneficiary.

FIFTEENTH: In the event that the premises herein described or any portion thereof be sold or conveyed prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments other than as provided in said note) to \$...0.00, then the entire indebtedness secured by this deed of trust shall, at the option of the Beneficiary, become due and payable.

SIXTEENTH: The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders. Wherever the term "beneficiary" is used herein it shall include the legal holder or holders of said note or the indebtedness secured hereby.

IN WITNESS WHEREOF, the trustor has signed, sealed and delivered this deed of trust the day and year first above written.

Kelly Land and Investments, Inc.

By: C. W. Kelly (seal) President (seal)

(seal) (seal)

(seal) (seal)

State of Mississippi

County of DeSoto

ss.

Personally came and appeared before me, the undersigned officer in and for the aforesaid State and County, duly qualified to take this acknowledgment, C. W. Kelly, President of Kelly Land and Investments, Inc. being known to me, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and in the year therein written, as his own act and deed and for the purposes therein set forth.

Given under my hand and official seal this the 15th day of January, 1975.

My commission expires:

5-9-77

John L. G...

Notary Public

TRUST (Mississippi) ... Clerk ... Court ... the County and State ... filed for record in my ... A.D. 1975 ... M., and has been this ... Acknowledgment and Book ... and official seal, fixed ... 19 ... Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. day of Jan. 1975, and that the same has been recorded in Book 182 Page 583 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 21 day of Jan. 1975.
H. P. Ferguson
6.00

This instrument prepared by: County Savings and Loan Company

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to John F. Schmidt

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed, have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
James Carl Warfield and Catherine B. Warfield	12/1/70	Book 123 Page 59	Lot 2422, Section 1, in Southaven West Subdivision on Section 27, Township 1 South Range 8 West as shown by plat recorded in Plat Book 4, Page 51 in the Office of the Chancery Clerk of DeSoto County, Mississippi
	6/16/72	144 397	
	3/5/74	172 304	

NOW, THEREFORE, in consideration of the premises the undersigned County Savings and Loan Company, 38 No. Third Street as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim and convey unto said grantors, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, County Savings and Loan, covenants with the said grantor that they the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said County Savings and Loan Company hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 13th day of December 19 74

COUNTY SAVINGS AND LOAN COMPANY
By: J. A. Cromwell
Exec. Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written

My commission expires 2nd day of August, 19 75 Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared James A. Cromwell with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Exec. Vice President of the County Savings & Loan the within named bargainer, a corporation, and that he as such Exec. V. President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Exec. Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this 13th day of December, 19 74.

My commission expires 2nd day of August, 19 75 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of Jan., 1975, and that the same has been recorded in Book 182 Page 587 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan., 1975.

Fee: 2.50

H. P. Ferguson, CLERK

RELEASE OF MORTGAGE

This certifies, that a certain mortgage executed by James Wright Jr. & wife Veola P. Wright of the City of Hernando, County of Desoto, State of Mississippi to CREDITHRIFT of America, Inc. (Corporate name and address) 4707 Elvis Presley Blvd. Memphis, Shelby County, Tennessee, on the 3rd day of February, 1972, securing the principal sum of \$ 3132.00, and duly recorded in Mortgage Book 138, Page 270, in the Office of the Chancery Clerk (Recording Official) Desoto County, Mississippi, has been fully paid and satisfied, and same in hereby released.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand by its properly authorized officer this 17th day of January, 1975.

CREDITHRIFT of America, Inc. (Corporate Name) BY Velda T. McCrory Velda T. McCrory Branch Manager and Attorney-in-Fact

STATE OF Tennessee) COUNTY OF Shelby) SS:

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that the foregoing Release was this day produced to me in said County and State and acknowledged by Velda T. McCrory Branch Manager and Attorney-in-Fact, of said CREDITHRIFT of America Inc. (Corporate Name) to be the act and deed of CREDITHRIFT of America, Inc. (Corporate Name) and the act and deed of Velda T. McCrory Branch Manager and Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of January, 1975.

My Commission expires: MY COMMISSION EXPIRES APRIL 7, 1978 Notary Public, Shelby County, State of Tennessee

This instrument was prepared by Velda McCrory Velda McCrory (Signed)

UNI-901

Handwritten notes: mo A. 182 21 588 Jan. 21 Jan. 8 2.50

DEED OF TRUST

PREPARED BY
SAM S. HARTGILL, JR.
4041 KNIGHT - 7th WOOD ROAD
MEMPHIS, TENN. 38118

D-34993-SR

THIS DEED OF TRUST is made this 17th day of JANUARY, 1975, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE P. LITTLE (herein "Borrower"),
and the Beneficiary, DELTA TITLE COMPANY (herein "Trustee"),
organized and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation
STATE OF TENNESSEE, whose address is

4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DESOTO, State of Mississippi:

LOT 571, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE
SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section
33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto
County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the south line of Fair Meadow Drive, said point of
beginning being also the northeast corner of lot 570, 100.0 feet southwestwardly
from the point of intersection of said south line and the west line of Forest Glen
Drive; thence southeastwardly 110.0 feet with the east line of lot 570 to a point
in the north line of lot 572; thence northeastwardly 100.0 feet with the north line
of lot 572 to a point in the west line of Forest Glen Drive; thence northwestwardly
90.0 feet with the west line of Forest Glen Drive to a point of curvature to the left
with an internal radius of 20 feet; thence 31.42 feet following said curvature to the
left to a point of tangency with the south line of Fair Meadow Drive; thence south-
westwardly 80.0 feet with the south line of Fair Meadow Drive to the point of beginning,
AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JANUARY 2, 1975.

The holders of the indebtedness described herein shall have the option
at any time to require Grantors to pay to the Holders of the indebtedness
in addition to and concurrent to the monthly installment of principal and
interest and escrow for taxes and hazard insurance, a sum equal to one-
twelfth of the annual flood insurance premium in the event the Holder of
the indebtedness requires flood insurance and same is available under the
National Flood Insurance Act of 1968 or subsequent similar legislation;
and such to be held in escrow without liability on the part of the Holder
of the indebtedness for interest thereon due to be paid in payment of said
insurance when due and payable. If the amount on hand shall at any time
be insufficient to pay said insurance premium when due and payable, the
Grantors shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
herewith (herein "Note"), in the principal sum of TWENTY FIVE THOUSAND SIX HUNDRED & NO/100 Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
edness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little

E. K. LITTLE —Borrower

Robbie F. Little

ROBBIE F. LITTLE —Borrower

633 FAIR MEADOW DRIVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 17th day of JANUARY, A.D., 1975.

My Commission expires:

John Sunday
Notary Public

My Commission Expires Oct. 18, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 1 o'clock
minutes P on 21 day of Jan. 1975 and that the same has been
received by me 182 589
of said County.

6.00

21 Jan. 1975
H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 295 Page 623
This the 13 day of April 19 83

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 280 Page 464
This the 4 day of Feb. 19 82

593

H. H. Ferguson

H. H. Ferguson Clerk

D-34994-SR

DEED OF TRUST

PREPARED BY
MORRIS WIDEN, L. ATTY.
4041 Knightwood Road
Memphis, Tenn. 38118

THIS DEED OF TRUST is made this 17th day of JANUARY, 1975, among the
Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
and the Beneficiary, DELTA TITLE COMPANY (herein "Trustee"),
organized and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation
STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENN. (herein "Lender").
Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DESO TO, State of Mississippi:

LOT 722, SECTION B, SOUTH $\frac{1}{2}$, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE
SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section
33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto
County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the east line of Tulane Road 500 feet northwardly
from the point of intersection of said east line and the north line of Fair
Meadow Drive; thence northwardly 68.0 feet with the east line of Tulane Road
to a chisel mark in the southwest corner of lot 721; thence eastwardly 147.78
feet with the south line of lot 721 to a point, the northwest corner of lot
691; thence southwardly 65.0 feet with the west line of lot 691 to a point,
the northeast corner of lot 723; thence westwardly 150.0 feet with the north
line of lot 723 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING
SERVICE DATED JANUARY 6, 1975.

The holders of the indebtedness described herein shall have the option
of any time to require Grantor to pay to the holders of the indebtedness
in addition to and in connection to the monthly installment of principal and
interest and accrued interest, a sum equal to one
twelfth of the annual flood insurance premium in the event the holder of
the indebtedness requires flood insurance and same is available under the
National Flood Insurance Act of 1968 or subsequent similar legislation;
said sum to be held in escrow without liability on the part of the holder
of the indebtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the amount so held shall at any time
be insufficient to pay the insurance premium when due and payable, the
Grantor shall promptly make good the deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
herewith (herein "Note"), in the principal sum of TWENTY FIVE THOUSAND FIVE HUNDRED & NO/100 Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
edness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—FILMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY, RECORDED IN BOOK
395 PAGE 740
THIS 2 DAY OF April 19 87

Modification & Assumption Agreement
of this Instrument Recorded in
Real Estate 210 Book
No. 316 Page 833
This the 4 day of June 19 84
H. H. Ferguson Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower

Robbie F. Little
ROBBIE F. LITTLE —Borrower

7096 TULANE ROAD

HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~, TENNESSEE, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 17th day of JANUARY, A.D. 1975

My Commission expires: 20th Sunday
Notary Public

My Commission Expires Oct. 18, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and

STATE OF MISSISSIPPI, DESO COUNTY

I certify that no P. 21 Jan. 182 593

21 Jan.

6.00

H. S. Ferguson

63259

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ASSIGNMENT OF DEED OF TRUST

For value received, FIRST NATIONAL BANK OF MEMPHIS,
Assignor does hereby grant, bargain, sell, convey and assign to
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION all its right, title and
interest in and to that certain Deed of Trust executed by
SATTERTHWAITE, Joe A. and wife, Lenore D.

on the 11th day of December, 19 74 and recorded in
Book 182, Page 83, together with the debt secured thereby, and all
its right, title and interest in and to the property therein described.

In witness whereof, Assignor has executed this instrument this 14th
day of January, 19 75.

FIRST NATIONAL BANK OF MEMPHIS
Assignor
By: [Signature]
Vice President
Title

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Mary C. Utterback, a Notary Public within and
for the State and County aforesaid, personally appeared Doyle W.
Bradsher, with whom I am personally acquainted, and who, upon
oath, acknowledged himself to be Vice President of the
FIRST NATIONAL BANK OF MEMPHIS, the within named party, a corporation,
and that he as such Vice President, being authorized so to
do, executed the foregoing instrument for the purpose therein contained, by
signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office, this 14th day of
January, 19 75.

[Signature]
Notary Public
My Commission Expires: MY COMMISSION EXPIRES SEPT. 27, 1975
(SEAL)

This instrument was prepared by: [Signature]
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was recorded on 8 at 2:00 PM
no A. 182²¹ 598 Jan.

2.50

21 Jan.
[Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK 399
- 194 - PAGE 508
THIS 29 DAY OF Dec 19 75

CHANCERY CLERK

This Indenture, made by and between Loyd T. Shelton, Jr. and wife, Dianne T. Shelton, Parties

party of the first part: Jack H. Patrick party of the second part, as Trustee; and
COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 9, Wilco Estates Subdivision in Section 7, Township 4, Range 7 West, as per plat therefore in Plat Book 9, Pages 19-22, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

This conveyance is made in trust, however, to secure the payment of \$ 5401.08 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Thirty-Six (36) monthly installments in the amount of One Hundred Fifty and 03/100 Dollars (\$150.03) each; first of said installments being due and payable on February 13, 1975 and one of such installments on the 13th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment or date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 10th day of JAN. 19 75

[Signature]

[Signature]
Loyd T. Shelton, Jr.
Dianne T. Shelton
Dianne T. Shelton

STATE OF Tennessee
 COUNTY OF Shelby }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Loyd T. Shelton, Jr. and Dianne T. Shelton
 who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their
 voluntary act and deed.

Given under my hand and seal this the 10th day of January, 1975

MY COMMISSION EXPIRES MAR. 22, 1977

B. K. Sargent
 Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
30 minutes A.M. 21 day of Jan. 1975, and that the same has been
 recorded in Book 182 Page 599 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson, CLERK

MEMPHIS TITLE
 DIVISION OF ST. PAUL TITLE
 100 North Main
 P.O. Box
 Memphis, Tennessee
 38101

TRUST DEED

FROM
Loyd T. Shelton, Jr. and
Dianne T. Shelton
 TO
Jack H. Patriok
 FOR THE USE OF
Commercial and Industrial

STATE OF MISSISSIPPI
 County of Desoto
 I, H. P. Ferguson
 of the Chancery Court and ex-officio Recorder
 of the County and State aforesaid, do hereby certify
 within instrument of writing was filed for record
 office on the 21 day of Jan.
 A.D. 1975 at 8:00 o'clock A.M.
 this day duly recorded in Trust Deed Record
 Page _____
 WITNESS my hand and official seal, this
 _____ day of _____

TITLE INSURANCE is the only
 protection against real estate title
 defects.

MTC Form 0017

N. M. S. & L. LOAN NUMBER
HE-332

DEED OF TRUST

This Deed of Trust, made this 16th day of January, 19 75,
between EARL E. GARNER, single, (a/k/a Earl Eugene Garner),

of the County of DeSoto, State of Mississippi, herein called Trustor, and
Joe M. Hudspeth, of the County of Lafayette, State of Mississippi,
herein called Trustee, and NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, herein
called Beneficiary,

WITNESSETH, Whereas Trustor is justly indebted to Beneficiary in the principal sum of TWENTY SEVEN THOUSAND AND NO/100 Dollars (\$ 27,000.00),
to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of
even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designate in writing,
said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said
principal sum with interest thereon maturing and being due and payable on the 1st day of February,
2005, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, re-
ceipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described
real property situated in the -of- DeSoto County,
Mississippi, described as follows:

Lot 8, Pleasant Hill Estates Subdivision in Section 12, Township 2,
Range 7 as shown on the recorded plat of said Subdivision in Plat
Book 8, Pages 4 and 5 in the office of the Chancery Clerk of DeSoto
County, Mississippi.

(In the event the installments on the indebtedness secured hereby
are not paid within 15 days after the due date, the obligors shall
be responsible for a late charge equal to \$5.00 or 5% of the install-
ment of principal and interest, whichever is greater.)

together with all rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, ap-
purtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or
subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereof
(all said property being herein referred to as "the premises").

Assignment of this instrument recorded

Real Est T/P Book

No. 385 Page 240

This the 3 day of April 19 83

H. H. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK

490 PAGE 357

THIS 8 DAY OF November 19 89

W. E. Davis by Cole D.C.

Chancery Clerk

TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such amount to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in full and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on each such advancement at the rate of eight per cent. (8%) per annum, and all such sums and interest thereon shall be secured hereby.
10. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder,
 - (a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

11. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustor's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Trustee covenants faithfully to perform the trust herein created.

15. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

16. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

17. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

19. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.

_____ Earl E. Garner
 EARL E. GARNER

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Desoto Title Co., Inc.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named EARL E. GARNER, single, (a/k/a Earl, and Eugene Garner),

who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as his own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of January, 19 75.

My commission expires 5-1-78

NOTARY PUBLIC

Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS &
LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF Desoto

I, Rebecca Kelly, Clerk of the Court of Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office on the 17th day of Jan., 19 75, at 4:00 o'clock P. M., and was recorded in Book 182 Page 601 of the land Mortgage Records of said County on the 21 day of Jan., 19 75.

Clerk of the Court of Chancery

By

Fee 5.00

Desoto Title

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 17 day of Jan., 1975, and that the same has been recorded in Book 182 Page 601 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 21 day of Jan., 1975.

Fee 5.00

H. P. Ferguson

Assignment of this Instrument Recorded in Real Estate T.D. Book 280 Page 465
 No. 295 Date 6 25 This the 4 day of Febr. 19 82
 [File the 13 day of April 19 83 This the 4 day of Febr. 19 82
H. B. Ferguson Clerk H. B. Ferguson Clerk

605

D-34986-SR

DEED OF TRUST

PREPARED BY
 MORRIS WHITMAN, ATTY.
 4041 Knight Arnold Road
 Memphis, Tenn. 38119

THIS DEED OF TRUST is made this 16th day of JANUARY, 19 75, among the
 Grantor, E. K. LITTLE AND WIFE, ROBBIE F. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
 and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
 organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").
 Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
 grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
 of DESOTO, State of Mississippi:

LOT 561, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE
 SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section
 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto
 County, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the east line of Tulane Road 593.18 feet southwardly
 from the point of intersection of said east line and the south line of Fair Meadow
 Drive; thence southwardly 65 feet with the east line of Tulane Road to a chisel mark
 in the northwest corner of lot 560; thence eastwardly 150 feet with the north line
 of lot 560 to a point in the west line of lot 580; thence northwardly 69.14 feet with the
 west line of lots 580 and 579 to a point, the southeast corner of lot 562; thence
 westwardly 149.22 feet with the south line of lot 562 to the point of beginning, AS PER
 SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 31, 1974.

The holders of the indebtedness described herein shall have the option
 at any time to require Grantor to pay to the Holders of the indebtedness
 in addition to and concurrent to the monthly installment of principal and
 interest and escrow for taxes and hazard insurance, a sum equal to one-
 twelfth of the annual flood insurance premium in the event the Holders of
 the indebtedness require flood insurance and same is available under the
 National Flood Insurance Act of 1968 or subsequent similar legislation;
 said sum to be paid in escrow without liability on the part of the Holder
 of the indebtedness for interest thereon and to be used in payment of said
 insurance when due and payable. If pay amount is held short at any time
 be insufficient to pay said insurance premium when due and payable, the
 Holders shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
 such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
 now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
 deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
 with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
 to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
 herewith (herein "Note"), in the principal sum of TWENTY FOUR THOUSAND ONE HUNDRED & NO/100 Dollars,
 with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
 edness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other
 sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
 performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
 advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
 Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
 and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
 ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
 schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNRECORDED BY AUTHORITY, RECORDED IN BOOK
407 PAGE 2161
 THIS 3 DAY OF April 19 87

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender, shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE —Borrower

Robbie F. Little
ROBBIE F. LITTLE —Borrower

7200 TULANE ROAD

HORN LAKE, MISSISSIPPI 38637

Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 16th day of JANUARY, A.D. 1975.

My Commission expires: *Lou Sunday*
Notary Public

My Commission Expires Oct. 15, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify that this instrument was filed for record at 3 o'clock
P.M. on the 21 day of Jan. 1975.
30 P. 182 21 605 Jan.
6.00
H. P. Ferguson

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on December 28, 1973, James R. Davis and wife, Betty Sue Davis executed a Deed of Trust to Claude E. Pope, Trustee, for the benefit of Cameron-Brown Company, which deed of trust is recorded in Book 169 at Page 628 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on January 30, 1974, said deed of trust was assigned to Cameron-Brown South, Inc. by instrument recorded in Book 171 at Page 139 of the aforesaid records; and

WHEREAS, said deed of trust was assigned to Liberty National Life Insurance Company on January 30, 1974 by instrument recorded in Book 171 at Page 140 of the aforesaid records; and

WHEREAS, said deed of trust was assigned to Cameron-Brown South, Inc., on February 18, 1974 by instrument recorded in Book 171 at Page 513 of the aforesaid records; and

WHEREAS, said deed of trust was assigned to Cameron-Brown Company on February 20, 1974 by instrument recorded in Book 171 at Page 514 of the aforesaid records; and

WHEREAS, Cameron-Brown Company appointed and substituted David M. McMullan as Trustee therein in the place and stead of Claude E. Pope by Substitution of Trustee dated November 25, 1974 and duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Book 181 at Page 559, as was its right to do under the terms and conditions of said deed of trust; and

WHEREAS, default having been made in the payment of part of the indebtedness secured by said deed of trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of the deed of trust and default having been made in said payment and said Substituted Trustee having been requested and directed by Cameron-Brown Company to foreclose under the terms of said deed of trust, I did on the 10th day of January, 1975, during

legal hours, being between the hours of 11:00 A. M. and 4:00 P. M. at the main front door of the County Courthouse of DeSoto County, at Hernando, Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash, according to law, the following described land and property lying and being situated in DeSoto County, Mississippi, being more particularly described as follows, to-wit:

Lot 1504, Section "E", (Revised), Southaven West Subdivision lying in Sections 22 and 27, Township 1, Range 8 West, as shown on plat of record in Plat Book 3, Pages 27 and 28 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

Said property was sold after strictly complying with all the terms, provisions and conditions of said deed of trust and the statutes made and provided in such causes, notice of the time, place and terms of said sale, together with a description of said property to be sold, having been given by publication in the DeSoto Times, a newspaper published in DeSoto County, Mississippi, for three (3) consecutive weeks and more, preceding the date of the sale, the first publication of said notice appearing on December 19, 1974, and subsequent notices appearing on December 26, 1974 and January 2, 9, 1975, and a notice identical to said published notice having been posted on the bulletin board at the main front entrance of the County Courthouse of DeSoto County, at Hernando, Mississippi, for said time, and everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Cameron-Brown Company, in competition with other bidders, bid for said property the sum of THIRTY THOUSAND THREE HUNDRED FIFTY & NO/100 (\$30,350.00) DOLLARS, which, being the highest and best bid, the same was then and there struck off to Cameron-Brown Company, and Cameron-Brown Company was declared the purchaser thereof.

NOW, THEREFORE, IN CONSIDERATION of the full payment of the purchase price, I, the undersigned Substituted Trustee do hereby sell and convey unto Cameron-Brown Company the land and property above described.

Title to said property is believed to be good, but I convey only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE, the the 10th day of January, 1975.

David M. McMullan, Trustee
DAVID M. McMULLAN, SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within David M. McMullan, Substituted Trustee, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned and in the capacity therein stated.

GIVEN under my hand and official seal, this, the 10th day of January, 1975.

Bartholomew D. Green
Notary Public

My Commission expires:
3-17-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 21 day of Jan. 1975, and that the same has been recorded in Book 182 Page 609 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fees: \$ 5.00 ml.

H. P. Ferguson, CLERK

612

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of October 19 74, made and executed by Burley F. Abernathy
& wife, Jo Ann H. Abernathy of _____, to _____

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 180 on page 530
of the Record of Trust Deeds, on the 21st day of October A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch
Guy M. Loftin
Assistant Vice President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, Guy M. Loftin who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 16th day of January A. D. 19 75

Ludie C. Perry
Notary Public



My commission Expires: Nov. 24, 1975

LAWRENCE-GREENWOOD 37844

no A-182 21 612 Jan. 8
250 2 Jan. 8
L. M. Arguason

This instrument prepared by: S. S. Williams

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to H. D. Mulholland, as trustee for Commercial Credit Plan, Inc

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Marilyn Sparrenberger	8-20-71	Book 132 Page 625	Lot M-Three of the First addition to Sylvan Lake Sub. and Re-Subdivision of Lot 13, Sylvan Lake Subdivision in Sections 28 and 29, Township, Range 6 West, DeSoto County, ms

NOW, THEREFORE, in consideration of the premises the undersigned, Commercial Credit Plan, Inc as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, his heirs and assigns all his right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, HD Mulholland as trustee for Commercial Credit covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said H.D. Mulholland as trustee has hereunto set his hand, (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 5th day of January 19 75

Commercial Credit Plan, Inc
By Bill Perry Branch Manager

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this _____ day of _____, 19____ before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Branch Manager of the Commercial Credit Plan, Inc and who, upon oath, acknowledged himself to be the Branch Manager of the Commercial Credit Plan, Inc and that he as such Branch Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Branch Manager of said corporation.

WITNESS my hand and seal at office in _____ this 5 day of January 19 75

My commission expires 21 day of March 19 77 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 21 day of Jan. 1975, and that the same has been recorded in Book 182 Page 613 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

614

CANCELLED BY AUTHORITY RECORDED IN BOOK

537 PAGE 265

MAR 29 DAY OF March 19 91

W. E. Davis
CHANCERY CLERK

Revised April, 1974

DEED OF TRUST

OF
UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we
BILLY B. WILSON and wife, Shirley P. WILSON
and _____ hereinafter designated
Grantor, do hereby sell, convey and warrant unto Tom B. Scott, Jr., who
is hereby appointed Trustee with full power and authority to execute this trust, the following described property
situated in DeSoto County, Mississippi, to-wit:

Lot 65, Section "C" Summers Hills Subdivision, in
Section 26, Township 1 South, Range 7 West,
as per plat thereof recorded in plat book
5, pages 44-46, in the office of the Chancery
Clerk of DeSoto County, Mississippi.

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the realty; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise appertaining, to any, or all of said property.

IN TRUST, HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated as the "ASSOCIATION", or Beneficiary, in the sum of Thirty Five Thousand Dollars
(\$35,000.00)

_____ evidenced by our certain promissory note of even date herewith, bearing interest at the rate of 8.75 % per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%), as provided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

\$ 275.45 payable on the 1st day of March, 19 75, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

(In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder of said note, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable without notice to the Grantor.

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendee of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendee, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby; and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as hereinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

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made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (husband) of the aforesaid Billy B. Wilson has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 17th day of January, 1975

Billy B. Wilson
Billy B. Wilson

Shirley P. Wilson
Shirley P. Wilson

STATE OF MISSISSIPPI,

COUNTY OF Deoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

Billy B. Wilson and Shirley P. Wilson

and his wife (her husband), who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of January, 1975.

My commission expires:

1-16-77

James B. [Signature]
Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

_____, who acknowledged before me that _____ executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____

STATE OF MISSISSIPPI, DEOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. on the 21 day of Jan., 1975, and that the same has been indexed in the books of said county, the number of the book being 182 and the page 614.

5.00

21 Jan.
H. P. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK

955 PAGE 3
THIS 8th DAY OF Dec, 1997
W. F. Davis

CHANCERY CLERK
W. F. Davis

Magnolia Fed. Bank for Sav.
Assignment of this instrument recorded in
Real Estate book
No. 528 Page 111
This the 3rd day of Dec. 1990
W. F. Davis Clerk
by C. Powell, D.C.

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DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of January, 1975, among the Grantor, Roy J. Wilson, Jr., and wife, Ballery L. Wilson (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, Unifirst Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is P.O. Box 1818, Jackson, Mississippi (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 779, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Eight Thousand, Five Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Roy J. Wilson, Jr.
Roy J. Wilson, Jr. —Borrower

Ballery L. Wilson
Ballery L. Wilson —Borrower
2640 Valley Springs Drive
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Roy J. Wilson, Jr., and wife, Ballery L. Wilson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 17th day of January, A.D., 19 75.



Jayer B. Gentry
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was recorded on 9 o'clock 45 minutes A. 21 Jan. 1975.
45 A. 21 Jan. 182 617
21 Jan
5.00
H. B. Ferguson

Return to WJH

USDA-FHA
Form FHA 427-1 MS
(Rev. 7-1-73)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, January 17, 1975
(Date)

by and between the undersigned Gary L. Carmon and wife, Brenda O. Carmon

residing in DeSoto County, Mississippi, whose post office

address is 30 Williamsburg Lane, Hernando, Mississippi 38632.

grantor(s), herein called "Borrower," and Aaron R. Coolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
1-17-75	\$18,000.00	9.0%	1-17-2008'

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto, Town of Hernando,

30 Williamsburg Lane, Oaklawn Subdivision, Section C, Hernando, DeSoto County, Mississippi, located in Section 13, Township 3 South, Range 8 West. This being the same property conveyed to William D. Hamm and wife, by Kenneth E. Bullard by deed recorded in Deed Book 76, Page 491, and being the same property conveyed to Kenneth E. Bullard by Deed recorded in Deed Book 68, Page 395, and being the same land conveyed to George S. McIngvale by deed recorded in Book 115, Page 201, all in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described as follows, to-wit: Lot 26, Section C, Oaklawn Subdivision in Section 13, Township 3, Range 8 West, as shown on recorded plat of said subdivision in Plat Book 4, Page 29 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

FHA 427-1 MS (Rev. 7-1-73)

FULLY PAID AND SATISFIED, 3/16/79
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY Rufus D. White
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31. F. R. 14109.

H. S. Ferguson
By M. Mene

THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, do hereby certify that the following is a true and correct copy of the original instrument as recorded in the office of the County Clerk of the County of _____, State of _____, on this _____ day of _____, 19____.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Gary L. Carmon
Gary L. Carmon

Brenda O. Carmon
Brenda O. Carmon

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ authority _____ in and for said County and State, the within-named _____ Gary L. Carmon _____ and _____ Brenda O. Carmon _____, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 17th day of January, 1975



H. P. Ferguson
(Signature)

Notary Public
(Title)

My Commission Expires: MAY 20, 1974

STATE OF MISSISSIPPI, COUNTY OF DeSoto, 11 o'clock
A. 182 21 621 Jan.

21 Jan.

5.00

H. P. Ferguson

CANCELLED BY AUTHORITY OF THE CLERK
191 PAGE 519 25
THIS 7 DAY OF Oct 19 25
CHANCERY CLERK

This Indenture, made by and between

CARY WHITEHEAD

party of the first part;

T. R. SMITH

party of the second part, as Trustee; and

HAMILTON FIRST AMERICAN BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

TRACT 1.

617 acres, more or less, being all of Section 13, Township 3, Range 6, EXCEPT, 23.0 acres described as all the West Half of the Northwest Quarter lying north of Byhalia Drainage District canal.

TRACT 2.

600 acres more or less, being all of Section 14, Township 3, Range 6, EXCEPT, 15.89 acres in the northeast corner described as BEGINNING at the northeast corner of Section 14; thence south on the Section line 815.0 feet to Byhalia Canal; thence in a westerly direction with the canal to a point 763 feet west of the east line of Section 14; thence north parallel with the east line of Section 14 a distance of 977.8 feet to the north line of said Section; thence east on the Section line 763 feet to the point of beginning, AND ALSO LESS AND EXCEPT 24 acres, more or less, described as all of that portion of the West Half of the Northwest Quarter of Section 14, Township 3, Range 6 lying north of Pidgeon Roost Canal.

TRACT 3.

226.75 acres, more or less, described as the Southeast Quarter and the south 70 acres of the Northeast Quarter of Section 15, Township 3, Range 6 West more particularly described as beginning at an iron pin in the southeast corner of said Section 15; thence with the east line of said Section north 5° 36' west 3,798.3 feet to an iron pin; thence south 85° west 2,657 feet to an iron pin in the west line of the Northeast Quarter of said Section; thence south 5° 36' east 3,792.5 feet to the southwest corner of the southeast corner of said Section 15; thence with the south line of said Section north 85° 07' east 2,657 feet to the beginning.

TRACT 4.

25 acres in the Northeast Quarter of Section 22, Township 3, Range 6 described as BEGINNING at the northwest corner of the Northeast Quarter of Section 22, Township 3, Range 6 West; thence with the west line of said Northeast Quarter south 5° 20' east 1,650 feet to an iron pin; thence north 85° 07' east 660 feet to an iron pin; thence north 5° 20' west 1,650 feet to a point in the north line of said Northeast Quarter; thence with said north line south 85° 07' west 660 feet to the beginning.

TRACT 5.

209.35 acres in Section 15, Township 3, Range 6 described as BEGINNING at a point 1,650.0 feet north of the southeast corner of the West Half of said Section 15; thence north 5° 36' west, along the Half Section line 2,147.0 feet; thence south 85° 15' west 136.7 feet; thence south 8° 10' east along the center of Highway 305 a distance of 674.0 feet; thence south 89° 19' west 210.5 feet; thence north 8° 35' west 623.0 feet; thence north 76° 35' east 136.7 feet to a point in the west right of way line for Highway 305; thence northerly along the west right of way line of said Highway 342.0 feet to a point that is 75 feet westerly of and perpendicular to the center line of Project Number S-0908(5)A at Station 521+54.2; thence north 16° 22' west a distance of 1,283.6 feet to the north line of said Section; thence south 85° 15' west along the north line of said Section 2,125.73 feet to the northwest corner of said Section 15; thence south 4° 45' east along the west line of said Section 3,630.0 feet; thence north 85° 15' east 2,690.0 feet to the point of beginning as set out in Warranty Deed Book 101, Page 464.

Lazy "C" Ranch, Inc. part of Section 20 and 30, Township 2, Range 5 West; and part of Section 25, Township 2, Range 6 West, located in DeSoto County, Mississippi, and being more particularly described as Parcels I, II, III, IV and V as follows to-wit:

An undivided one half interest in Parcels I, II and III, as set out below.

Parcel I: Beginning at the Northeast corner of Section 20, Township 2, Range 5 West; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 - 1630.28 feet to a point in the North line of the Frisco Railroad R.O.W. (100 feet wide); thence North 41 degrees 05 minutes 15 seconds West along the North line of said Frisco Railroad R.O.W. 681.62 feet to the beginning of a curve to the left having a radius of 5309.03 feet; thence Northwardly along the arc of said curve (the north line of the Frisco R.R.) 847.73 feet to the end of said curve in the North line of said Frisco R.R. R.O.W.; thence North 50 degrees 14 minutes 05 seconds West along the North line of said Frisco R.R. R.O.W. 855.43 feet to a point in the North line of Section 20; thence South 89 degrees 14 minutes 39 seconds East along the North line of Section 20 - 1705.39 feet to the point of beginning.

Parcel II: Beginning at a point in the North line of Section 20, Township 2, Range 5 West, where the South line of Old U.S. Highway #78 intersects the North line of Section 20; thence South 50 degrees 14 minutes 05 seconds East along the South line of U.S. 78 - 1133.19 feet to the beginning of a curve to the right having a radius of 5084.93 feet; thence Southeastwardly along the arc of said curve 405.90 feet to the end of said curve; thence North 44 degrees 20 minutes 20 seconds East, perpendicular to U.S. 78 50.0 feet to a point in the South line of U.S. 78, said point being the beginning of a curve to the right having a radius of 5134.93 feet and running parallel to U.S. 78; thence Southeastwardly along the arc of said curve 409.89 feet to the end of said curve in the South line of U.S. 78; thence South 41 degrees 05 minutes 15 seconds East along the South R.O.W. line of U.S. 78 - 883.80 feet to a point in the East line of Section 20; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 - 187.41 feet to a point in the North line of Red Banks Road, relocated; thence South 43 degrees 40 minutes 37 seconds West along said North line of Red Banks Road 186.91 feet to a point in the North line of U.S. Highway #78 Relocated; thence South 77 degrees 36 minutes 30 seconds West along the North line of said U.S. 78 - 158.11 feet to a point; thence North 64 degrees 49 minutes 26 seconds West along the North line of said U.S. 78 - 857.22 feet to a point; thence North 51 degrees 59 minutes 49 seconds West along the North line of said U.S. 78 - 509.90 feet to a point; thence North 40 degrees 41 minutes 13 seconds West along the North line of U.S. 78 - 2127.23 feet to a point in the North line of Section 20; thence North 89 degrees 14 minutes 39 seconds West along the North line of Section 20 - 777.68 feet to the point of beginning.

Parcel III: Beginning at a point in the East line of Section 20, Township 2, Range 5 West, 2622.75 feet Southwardly from the Northeast corner of said Section 20; thence North 88 degrees 51 minutes 13 seconds West 116.25 feet to a point in the North R.O.W. of U.S. 78 Relocated; thence North 19 degrees 33 minutes 50 seconds West along the North line of said U.S. 78 Relocated 71.39 feet to an angle point; thence North 19 degrees 09 minutes 49 seconds East along said R.O.W. of U.S. 78 Relocated 273.13 feet to a point in the South line of Red Banks Road Relocated; thence North 43 degrees 40 minutes 37 seconds East along said South line of Red Banks Road 71.09 feet to a point in the East line of Section 20; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 - 379.01 feet to the point of beginning.

As to Parcels IV and V, described hereinafter, grantor conveys the entire fee simple title.

Parcel IV: Beginning at a point in the North line of Section 20, Township 2, Range 5 West 3240.73 feet Westwardly from the Northeast corner of said Section 20; thence South 40 degrees 41 minutes 13 seconds East along the South line of U.S. Highway 78 Relocated 2492.12 feet to an angle point; thence South 28 degrees 40 minutes 32 seconds East along the South line of said Highway 480.52 feet to angle point; thence South 16 degrees 48

minutes 03 seconds East along the South line of said Highway 342.88 feet to a point in the North line of the Garner Tract; thence North 88 degrees 51 minutes 13 seconds West along the North line of said Garner Tract 2688.93 feet to a Fence Corner at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 20, Township 2, Range 5 West; thence South 1 degree 13 minutes 19 seconds West along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 20 - 1357.62 feet to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 20; Thence South 89 degrees 25 minutes 34 seconds East along the South line of said Northeast 1/4 of the Southwest 1/4 of Section 20 - 986.19 feet to a point in the West line of Allison's Subdivision; thence South 12 degrees 23 minutes 05 seconds West along the West line of said Subdivision 234.77 feet to an angle point; thence South 1 degree 39 minutes 26 seconds West along the West line of said Subdivision 470.80 feet to an angle point; thence South 84 degrees 04 minutes 27 seconds West along the West line of said Subdivision 32.0 feet to an angle point; thence South 32 degrees 21 minutes 02 seconds West along the West line of said Subdivision 758.36 feet to a point in the South line of Section 20; thence North 88 degrees 29 minutes 21 seconds East along the South line of said Section 20 - 1825.31 feet to the Southwest corner of said Section 20; thence North 0 degrees 54 minutes 37 seconds East along the East line of Section 20 - 2800.50 feet to a point in the centerline of Coldwater River; thence along the meanders of Coldwater River the following courses and distances; North 59 degrees 27 minutes 17 seconds East 78.58 feet; North 65 degrees 24 minutes 29 seconds East 149.77 feet; North 61 degrees 45 minutes 03 seconds East 107.20 feet; North 51 degrees 46 minutes 01 seconds West 128.99 feet; North 1 degree 07 minutes 24 seconds West 157.14 feet; North 81 degrees 04 minutes 36 seconds East 134.84 feet; North 65 degrees 44 minutes 08 seconds East 293.90 feet; North 7 degrees 31 minutes 42 seconds East 101.64 feet; North 11 degrees 28 minutes 49 seconds East 303.72 feet; North 13 degrees 30 minutes 08 seconds East 111.62 feet; North 40 degrees 21 minutes 32 seconds East 273.12 feet; South 34 degrees 46 minutes 27 seconds East 242.85 feet; North 82 degrees 16 minutes 11 seconds East 173.04 feet; South 20 degrees 26 minutes 24 seconds East 88.07 feet; North 84 degrees 41 minutes 14 seconds East 120.24 feet; North 9 degrees 49 minutes 26 seconds West 229.11 feet; North 25 degrees 16 minutes 39 seconds East 141.09 feet; North 46 degrees 35 minutes 17 seconds East 454.33 feet; North 51 degrees 36 minutes 45 seconds West 184.20 feet; North 5 degrees 21 minutes 08 seconds West 132.19 feet; North 33 degrees 44 minutes 30 seconds West 199.07 feet; North 6 degrees 23 minutes 51 seconds West 119.07 feet; North 54 degrees 33 minutes 17 seconds East 68.31 feet; North 54 degrees 33 minutes 17 seconds East 276.25 feet; North 80 degrees 27 minutes 30 seconds East 179.05 feet; South 67 degrees 36 minutes 52 seconds East 199.98 feet; North 46 degrees 36 minutes 09 seconds East 56.87 feet; North 2 degrees 48 minutes 21 seconds West 89.13 feet to the point of beginning.

Parcel V: Beginning at the Northeast corner of Section 30 Township 2, Range 5 West; thence South 0 degrees 54 minutes 37 seconds West along the East line of said Section 30 - 3988.26 feet to the Northeast corner of Boyce 39.55 Acres; thence North 89 degrees 20 minutes 57 seconds West along the North line of said Boyce Tract 799.47 feet to an iron pin found at the Southeast corner of the Eason 55.44 Acres; thence North 1 degree 12 minutes 32 seconds West along the East line of said Eason Tract 1318.58 feet to the Northeast corner of said Eason Tract; thence North 88 degrees 46 minutes 50 seconds West along Eason's North line 1834.42 feet to an iron pin found at Eason's Northwest corner; thence South 1 degree 12 minutes 32 seconds West along Eason's West line 1314.49 feet to an iron pin found at Eason's Southwest corner; thence South 89 degrees 20 minutes 57 seconds East along Eason's South line 1328.76 feet to the Northwest corner of Boyce's Tract; thence South 2 degrees 23 minutes 15 seconds West 1305.33 feet to a fence corner found in the South line of Section 30; thence North 89 degrees 04 minutes 18 seconds West along the South line of Section 30 and the South line of Section 25, Township 2, Range 6 West 6748.35 feet to the Southwest corner of the Southeast 1/4 of said Section 25; thence North 1 degree 09 minutes 26 seconds East 2662.57 feet to the Northwest corner of the Southeast 1/4 of Section 25, Township 2, Range 6 West; thence South 88 degrees 46 minutes 50 seconds East along the North line of said Southeast 1/4 2656.50 feet to a point in the West line of Section 30; thence North 1 degree 30 minutes 14 seconds East along the West line of said Section 30 - 2699.24 feet to the Northwest corner of Section 30; thence South 88 degrees 29 minutes 21 seconds East along the North line of said Section 30 - 5338.70 feet to the point of beginning as set out in Book 107, Page 574. Page -3-

This conveyance is made in trust, however, to secure the payment of \$ 300,000.00 evidenced by the following promissory note of even date herewith: in the principal amount of \$300,000.00 executed by party of the first part and made payable to the order of Hamilton First American Bank. Said note bearing interest at the rate set out and being made payable on demand. Said note given for value received.

The property herein conveyed is encumbered by a lien of a deed of trust of record in Book 88, Page 29, Book 88, Page 31, Book 118, Page 310, Book 152, Page 404 and Book 128, Page 152, Book 166, Page 517 and 623 and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the rate of 10 per annum and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 15th day of January, 19 75

Cary Whitehead
CARY WHITEHEAD

STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

CARY WHITEHEAD

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand and seal this the 15th day of January, 1975.



[Signature]
Notary Public.

My Commission Expires: 9/25/1977

Return to:

WILLIAM H. RUSSELL
Attorney at Law
3265 Whitebrook Plaza
Memphis, Tennessee 38118

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 21 day of Jan. 1975, and that the same has been recorded in Book 182 Page 625 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fees \$10.00 pd.

[Signature] CLERK

R E L E A S E

In consideration of the full payment of all indebtedness secured by said trust deed, the undersigned hereby releases and discharges the lien of the trust deed executed by
M. L. WATKINS and DONALD L. NEWMAN

dated the 8th day of March, 1967, and recorded in Trust Deed / Book 94, page 44, of the records in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Clerk of the Chancery Court of said DeSoto County is hereby authorized and directed to refer to this release by proper notation on the margin of said trust deed as the same appears of record in his office.

Witness our signatures, on this 17th day of December, 1974.

Stanton Abernathy
STANTON ABERNATHY, OWNER
Sidney L. Hurdle
SIDNEY L. HURDLE, PLEDGEE

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, STANTON ABERNATHY and SIDNEY L. HURDLE who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and Notarial Seal, this 17th day of December, 1974.



Mary F. Warren
NOTARY PUBLIC.

Notary Public, Marshall County, Miss.
My Commission Expires April 14, 1977

STATE OF MISSISSIPPI
no A- 182 21 630 Jan.
21 Jan.
2.50
L. H. Hurdle

PREPARED BY
JAMES V. ... ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-24983-SR

THIS DEED OF TRUST is made this 9th day of JANUARY

, 19 75, among the

Grantor, E. K. LITTLE AND WIFE, ROBBIE P. LITTLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DESOTO, State of Mississippi:

LOT 681, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the east line of Forest Glen Drive 155.0 feet northwestwardly from the point of intersection of said east line and the north line of Fair Meadow Drive, said point of beginning being the northwest corner of lot 682; thence northwestwardly 65.0 feet with the east line of Forest Glen Drive to a point, the southwest corner of lot 680; thence northeastwardly 130.0 feet with the south line of lot 680 to an iron pipe in the west line of lot 662; thence southeastwardly 65.0 feet with the west line of lots 662 and 661 to an iron pipe in the northeast corner of lot 682; thence southwestwardly 130.0 feet with the north line of lot 682 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 31, 1974.

THIS DEED IS BEING RE RECORDED FOR THE PURPOSE OF ADDING THE SIGNATURE OF THE NOTARY PUBLIC.

The holders of the indebtedness described herein shall have the notice of any time to require payment to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and receive for each and every period, a sum equal to the amount of the principal and interest payments in the event the holder of the indebtedness is in default of any payment of principal or interest. National Title Insurance and Trust Company, Inc. is the agent of the holder of the indebtedness for all purposes. It is the intent of the parties to this deed that the indebtedness be secured with a deed of trust in the event of any time to require payment of principal and interest, and that the deed of trust be a first mortgage on the property described herein.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY TWO THOUSAND SIX HUNDRED & NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. K. Little
E. K. LITTLE
—Borrower

Robbie F. Little
ROBBIE F. LITTLE
—Borrower

7112 FOREST GLEN DRIVE
HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. K. LITTLE AND WIFE, ROBBIE F. LITTLE who acknowledged that he signed and delivered the foregoing instrument on the 9th day of JANUARY, A.D., 1975.
Given under my hand and seal of office, on this the 9th day of JANUARY, A.D., 1975.

My Commission expires:

Lori Sunday
Notary Public

My Commission Expires Oct. 18, 1977

STATE OF ~~MISSISSIPPI~~ TENNESSEE
I certify that the within instrument

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. on 13 day of Jan., 1975, and that the same has been recorded in 182 631 of the books of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal of office on this 21 day of Jan., 1975.

Fee 6.00

H. P. Ferguson

Lot 173, Sec. C - T/L - Gressel

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated August 2, 1972, and given by Buckner & Shindler Construction Company, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 146, Page 31, in your office, same having been fully paid and satisfied.

EXECUTED this the 13 day of ^{Jan., 1975} ~~May~~, 1974.



BAILEY MORTGAGE COMPANY

By: James N. C. Moffat, III
James N. C. Moffat, III, Vice President

ATTEST

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, James N. C. Moffat, III, and William Cook, Vice Presidents of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 13 day of ^{Jan.} ~~May~~, 1974. 1975.



Lucille Brown
Notary Public

My Commission Expires:
My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock no minutes A. M. 21 day of Jan. 1975, and that the same has been recorded in Book 182 Page 635 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fee \$ 2.50 and

H. P. Ferguson CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA

that certain Deed of Trust executed by

FRANKIE E. BENTON AND VIRGINIA BENTON

to C. B. Hendry, Trustee, for the benefit of Bailey

JEN Mortgage Company, dated December 27, 1974, securing a note in

the sum of \$ 17,000.00 recorded in Book 182, Page 351,

of the office of the Chancery Clerk of DeSoto

County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 3rd day of January, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 3rd day of January, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

45

A 182 21

636

Jan.

21

Jan.

2.50

MISSISSIPPI

SUBSTITUTION OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Lloyd F. Simmons and wife, Mary S. Simmons executed and delivered a certain promissory note dated May 28, 1973, for Seventeen Thousand, Seven Hundred and Fifty and no/100 DOLLARS (\$17,750.00), payable to National Mortgage Company

WHEREAS, as security for said note Lloyd F. Simmons and wife Mary S. Simmons executed and delivered a deed of trust to Delta Title Company as trustee, said deed of trust being dated May 28, 1973, and recorded in Book 160 Page 214, on May 31, 1973 in the land

records of the Chancery Clerk's Office, Desoto County, State of Mississippi, covering the following described property, to wit: Lot 837, Section "B", DESOTO VILLAGE Subdivision in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows: Beginning at a point in the South line of Briarwood Drive at the Northwest corner of Lot 836 of said subdivision 623.0 feet Southwestwardly from the Southwesterly curb line of Meadowbrook Drive, produced; thence West along the South line of Briarwood Drive 67 feet to a point at the Northeast corner of Lot 838 of said subdivision; thence South 123.5 feet to a point at the Southeast corner (continued on reverse side) THE interest of the Secretary of Housing and Urban Development was acquired pursuant to the provisions of the National Housing Act, as amended, (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

WHEREAS, said deed of trust contains the following provision:

"The Beneficiary, or any subsequent holder of the note, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging."

NOW, THEREFORE, in exercise of the power of appointment contained in said deed of trust as set out above, the undersigned, JAMES T. LYNN, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, as the holder of the note, hereby appoints G.A. Gafford of Oxford Mississippi to be the Trustee under said deed of trust in place and in stead of [blank], with all powers and duties of the original Trustee.

IN WITNESS WHEREOF, the undersigned on December 19, 1974, has set his hand and seal as Assistant Federal Housing Commissioner, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act, as amended.

Witness:

JAMES T. LYNN
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: Robert F. Hollister (SEAL)
ROBERT F. HOLLISTER
Assistant Federal Housing Commissioner

Mary Ann Hobd
Vicki M. Davis

DISTRICT OF COLUMBIA : ss

Personally appeared before me, JANICE S. NAHIDIAN, the undersigned, a notary public duly commissioned and qualified in and for the District of Columbia, the within named Robert F. Hollister who is personally well known to me and known to me to be the duly appointed Assistant Federal Housing Commissioner and the person who executed the foregoing instrument bearing date of December 19, 1974 by virtue of the authority vested in him by Section 204(g) of the National Housing Act, as amended, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as Assistant Federal Housing Commissioner, for and on behalf of James T. Lynn, as Secretary of Housing and Urban Development.

Given under my hand and seal this 19th day of December, 1974.

Janice S. Nahidian
Notary Public, D. C.

My Commission Expires August 14, 1978



Description continued:

of said lot 838; thence East 67 feet to a point at the Southwest corner of said lot 836; thence North 123.5 feet to the point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock ~~no~~ minutes P.M. 15 day of Jan. 1975, and that the same has been recorded in Book 182 Page 637 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Jan. 1975.

Fees \$2.50 pd.

SEAL

H. P. Ferguson

CLERK

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock and 40 minutes P.M. 15 day of Jan. 1975 and that the same has been recorded in Book No. _____ Page _____ records of _____ Trust Deeds of said County.

Witness my hand and seal this

day of _____ 19 _____

_____ Clerk

2.50 ch

DeSoto State

RECORDED TO ORDER OF THE CLERK

INDEXED TO ORDER OF THE CLERK

FILED TO ORDER OF THE CLERK

639

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between St Paul C.M.E Church

a (an) Entity
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1, Box 226,
(Street)

Walls, DeSoto Mississippi
(City) (County) (State)

said address being Debtor's
(Place of Business—Residence)

~~William H. Austin~~ William H. Austin Trustee, of the second part,
hereinafter designated as Trustee; and

The Bank of Walls, Branch Office—Tunica County Bank, Walls, Mississippi,
of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Twenty-seven hundred five 4no/100
~~Twenty-seven hundred five~~ Dollars (\$ 2705.00) evidenced by one promissory note of even date here-
with in favor of Bank, bearing interest at the rate of 10 per centum per annum after date
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit: Two annual payments of 901.66 each and one payment of 901.68, due
Nov. 26, 75, Nov. 26, 1976, Nov. 26, 1977 respectively.

WHEREAS, Debtor desires to secure the prompt payment at maturity of the aforesaid indebtedness,
as well as any extension of the same, or any part thereof, and any other or further indebtedness in the
way of future advances hereunder, or otherwise, that the Debtor, or either of them, may now or hereafter
owe Bank, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar
(\$1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby
convey and warrant unto Trustee the following described land located in the County of DeSoto
State of Mississippi, to-wit: Part of the South half of Section 26, Township 1, Range 9 West
more particularly described as BEGINNING at an iron pin, said pin being in the north
right of way line of Goodman Road (40 feet north of the center line) and being 2,425.4
feet west of the east line of said Section 26; thence west 168.0 feet along said right
of way line to a point; thence north 5.0 feet along said right of way to a point;
thence west 76.6 feet along said right of way to an iron pin (40 feet north of center
line of said road); thence north parallel to the east line of said Section 564.9 feet
to an iron pin; thence east parallel with the south line of said Section 244.6 feet
to an iron pin; thence south parallel to the east line of said Section 569.9 feet to
the point of beginning and containing 3.19 acres, more or less, as shown by the
survey of Charles C. Carver dated June 22, 1974.

CANCELLED BY AUTHORITY RECORDED IN BOOK

205 PAGE 442

3 DAY OF Nov 19 76

H. H. Ferguson
CHANCERY CLERK

640

Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.

B. Livestock—

C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.

D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.

F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$_____ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

The Bank, acting by and through any of its officers, or any owner or holder of the notes secured hereby may, at pleasure without giving formal notice to the original or any successor Trustee, or to the Debtor herein, and without regard to willingness or inability of such Trustee to act or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the Trustee herein named. If any other owner or holder of the notes secured hereby be a corporation, such appointment may be made by its president, vice-president, secretary or treasurer.

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 26th day of November, 1974

The Bank of Walls, Br. office-
Tunica County Bank Bank
By Jack D. Bohan

St. Paul's C. M. S. Church
By Herbert L. Williams
James L. Williams
William H. Redditt
J. W. Jones

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Herbert L. Williams, James L. Williams, William H. Redditt, J. W. Jones who severally acknowledged that they (he - she - they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of November, 1974
Mrs. W. A. Russell
NOTARY PUBLIC
My Commission Expires: My Commission Expires Nov. 4, 1975

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
STATE OF MISSISSIPPI, DEBOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 22 day of Jan. 1975, and that the same has been recorded in Book 182 Page 639 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Jan. 1975.

Fees \$ 5.00 pd.
SEAL H. P. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Eugene C. Durham and wife, Frances Durham

of the first part, hereinafter designated as the Grantor,

James E. Woods

Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Thirty Seven Thousand and No/100 _____ DOLLARS

(\$ 37,000.00) evidenced by promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10%) per centum per annum ~~from~~

date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and payable on or before the 16th day of June, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot 24, Section "B", Germantown Manor Subdivision situated in Section 21, Township 1, Range 6 West, DeSoto County, Mississippi as same appears of record in Plat Book 9, Pages 27 and 28 in the office of the Chancery Clerk of DeSoto County, Mississippi to which reference is herein expressly made.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 383 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the _____ day of January 19 75.

Eugene C. Durham
Eugene C. Durham
Frances Durham
Frances Durham

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Eugene C. Durham and wife, Frances Durham who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of January 19 75.

My Commission Expires: _____
[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the _____ instrument was filed for record at _____ o'clock
on the _____ day of _____ 1975.
Recorded by _____ 182 642

23

Jan.

5.00

645

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 416
THIS IS DATE
H. H. [Signature] 11/11
QUANTITY [Signature]

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

CHARLES H. MENNE and wife, CAROL MENNE,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF WALLS, Branch Office - Tunica County Bank,
Walls, Mississippi, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of ONE THOUSAND SIX HUNDRED SIXTY-TWO AND 12/100 - - - - - DOLLARS (\$ 1,662.12) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six (6) per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Eighteen (18) equal monthly payments of \$92.34 each, beginning on the 1st day of December, 1974, with a like payment due and payable on the 1st day of each and every successive month thereafter, the final payment being due and payable on the 1st day of April, 1976, or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

(see next page.)

646

PROPERTY

IN DESOTO COUNTY, MISSISSIPPI:

A tract of land being a part of the Southwest Quarter of Section 18, Township 3, Range 8 West, more particularly described as beginning at the Southwest corner of Section 18, Township 3, Range 8 West; thence north 5 degrees 30 minutes west 868.88 feet to a stake; thence north 85 degrees 15 minutes east 752 feet to a stake; thence south 5 degrees 30 minutes east 868.88 feet to a point in the south line of said Section; thence south 85 degrees 15 minutes west 752 feet along said Section line to the point of beginning and containing 15.0 acres. All bearings magnetic as shown by the survey of J. E. Lauderdale, C. E., dated November, 1959.

LESS AND EXCEPT: Two (2) Acres, more or less, described as: BEGINNING at a point which is 332 feet East of the Southwest Corner of the Southwest Quarter of Section 18, Township 3, Range 8 West, DeSoto County, Mississippi, same point being the Point of Beginning; run thence North 5° 30' West 420 feet to a point; thence North 85° 15' East 210 feet to a point; thence South 5° 30' East 420 feet to a point on the section line; thence South 85° 15' West 210 feet along South line of said section to Point of Beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 885 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the building and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness secured hereby, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness secured hereby, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of XXIX November, 1974.

Charles H. Menne
Charles H. Menne
Carol Menne
Carol Menne

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES H. MENNE and wife,
CAROL MENNE, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of November, 19 74.
My Commission Expires: Nov. 4, 1978
W. A. Russell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. 22 day of Jan. 1975, and that the same has been recorded in Book 182 Page 645 of the REAL ESTATE TRUST DEEDS

5.00
H. P. Ferguson
23 Jan 1975

648

This instrument prepared by: Hilda Sullivan

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Benard W. N. Chill

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Charles R. and Betty Osborne	10-10-72	Book 149 Page 24	Lot 16, Section A, Holiday Hill Subdivision, being part of the Blocker Tract in Section 34, Township 1 South, Range West, Desoto County, Ms, as appears of record in plat book 7, page 6, Office of the Chancery Clerk, Desoto County, Ms.

NOW, THEREFORE, in consideration of the premises the undersigned Benard W. N. Chill, Tr thru Jackson Investment Co., (Beneficiary) Homemakers Finance Service, Inc.

acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor— heirs and assigns all his right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Benard W. N. Chill, covenants with the said grantorS that he the legal owner and holder of the notes described in and secured by said trust deed, and that he ha the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Benard W. N. Chill ha S hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 15th day of January 19 75

Jackson Investment Co. (Beneficiary)
Homemakers Finance Service, Inc.
Benard W. N. Chill

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 15th day of January 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Benard W. N. Chill 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.

WITNESS my hand and Notarial Seal at office the day and year above written.

Hilda A. Sullivan
Notary Public

My commission expires 25th day of June 19 75

STATE OF ~~XXXXXXXXXX~~MS
COUNTY OF ~~XXXXXX~~

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____ President of the _____ the within named bargainer, a corporation, and that he as such _____ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____ President.

WITNESS my hand and seal at office in _____ this _____ day of _____ 19 _____

My commission expires _____ day of _____ 19 _____ Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 21 day of Jan. 1975, and that the same has been recorded in Book 182 Page 648 records of DESOTO COUNTY, MISSISSIPPI.

Witness my hand and seal at office this 23 day of Jan. 1975.

2.50

H. P. Ferguson

Authority to Cancel - Mississippi -

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Lizzie Nelson (a widow) & Grant Tunstall to MID STATE HOMES, INC. which deed of trust is recorded in Book Number 76 at Page 579 of the records of the deeds of trust in your office,

IN WITNESS WHEREOF, MID STATE HOMES, INC. has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 20th day of December 19 74

MID STATE HOMES, INC.
By: J. H. Kelly
J. H. Kelly, Vice PRESIDENT



ATTEST:
Becky Mook
Becky Mook, Asst. SECRETARY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly Vice and Becky Mook Asst. Secretary, respectively, of Mid State Homes, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 20th day of December, 19 74

E. Jacobs
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires May 15, 1978
My Commission Expires May 15, 1978
Bonded by American Fire & Casualty Co.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 05 minutes P. M. 22 day of Jan. 1975, and that the same has been recorded in Book 182 Page 649 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 23 day of Jan. 1975.

Fee 2.50
H. P. Ferguson CLERK

650

MEMORANDUM OF SALE

WHEREAS, the undersigned, BOBBY G. LANCE and FRANK FOTI have this day entered into an agreement which terms are as follows:

That for and in consideration of Bobby G. Lance transferring all his stock, right, title and interest in Shamrock Estates, Inc., a Mississippi Corporation, unto Frank Foti, the said Frank Foti has this day by endorsement, transferred and assigned all his right, title and interest unto that certain Note executed by Richard L. Jones and Margaret Jones in the face amount of \$16,504.11, dated December 5, 1974 (a true and correct copy being attached hereto) unto the said Bobby G. Lance or his assigns, and as such does hereby empower the said Bobby G. Lance or his assigns with all the powers now held under the deed of trust securing said note as appears of record at Trust Deed Book 182, Page 58, DeSoto County, Mississippi Chancery Court Clerk's Office.

WITNESS our signatures this the 11th day of December, 1974.

Bobby G. Lance
Bobby G. Lance

Frank Foti
Frank Foti

SWORN TO and subscribed before me this the 11th day of December, 1974.

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

My Commission Expires: June 25, 1975



STATE OF MISSISSIPPI, DE SOTO COUNTY

05 ? 182 22 650 Jan.

2.00

22 Jan.

Lee V. Hamberlin

651

11535

ASSIGNMENT				RR.	DLR.	TR.
				DATE (Mo., Day and Year)		
ASSIGNOR:				INSTRUMENT ASSIGNED:		
Name <u>GUARANTY LOAN CORPORATION</u>				<input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee.		
No. and Street <u>P.O. BOX 1200</u>				<input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES Trustee</u>		
City or Town <u>JACKSON,</u>				<input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>		
County <u>HINDS,</u>				ORIGINAL AMOUNT SECURED		
State <u>MISS.</u>				DATE OF INSTRUMENT		
				\$ <u>6,084.00</u>		
				<u>5-30-72</u>		
				MAKERS (Mortgagors - Grantors) <u>James R. Williams and wife Carol Lee Williams</u>		
LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW		
	<u>Southaven,</u>	<u>Desoto</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<small>(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)</small>						
Lot Thirty-One (31), Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, and shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 4 and 5, in the Office of the Chancery Clerk of DeSoto County, Miss.						
RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY			
	<u>6-6-72</u>	<u>H. G. FERGUSON</u>	<u>DESOTO</u>			
VOLUME	PAGE	RECORD OF				
<u>143</u>	<u>379</u>	<u>Deed of Trust</u>				
<p>ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to <u>CIT FINANCIAL SERVICES</u> and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an installment note or other obligation described therein from the above named Makers to ASSIGNOR.</p> <p>IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.</p> <p>ATTEST:</p> <p>Witness: <u>George M. Murphy</u> (Secretary) By <u>J. H. Mason</u> (Name) (SEAL) <u>J. H. Mason</u> (Title)</p> <p>Witness: _____ (Name) (SEAL) _____ (Title)</p> <p><small>(1 Witness in Mo., N.H., 2 in Conn., Ga., Mich., Miss., S.C., W. Va.; (In Ga. - 1 of the 2 witnesses must be Notary) (Affix Corporate Seal in Colo., Conn., Kans., Mo.; Affix Individual Seal in Md.; In Georgia, Notary must witness and affix seal)</small></p> <p>This instrument prepared by _____ of _____ (Name of Dealer)</p> <p><small>(In Indiana, Kentucky and Wisconsin, type or print name of person preparing and dealer name)</small></p> <p>SPECIAL INSTRUCTIONS AND REQUIREMENTS</p> <p>* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as: In Georgia - "Deed to Secure Debt" In Texas - "Mechanic's Lien - With Power of Sale"</p> <p>KANSAS - President, secretary, treasurer or cashier must sign for corporation. MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer. NEW JERSEY - Adapt Assignment to refer to Secretary of Corporation. PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.</p> <p style="text-align: center;">EXECUTE ACKNOWLEDGMENT ON REVERSE</p>						

72-17340 (8-68)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 651 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 23 day of Jan. 1975.

Page 2.50

H. G. Ferguson (Signature)

652

ASSIGNMENT			NR.	DLR.	TR.
			1536		
DATE (Mo., Day and Year) December 18, 1974					

ASSIGNOR: Name <u>Guaranty Loan Corp.</u> No. and Street <u>P.O. Box 1200</u> City or Town <u>Jackson,</u> County <u>Hinds,</u> State <u>Miss.</u>			INSTRUMENT ASSIGNED: <input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee. <input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES</u> , Trustee <input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>		
ORIGINAL AMOUNT SECURED \$ <u>4,068.00</u>			DATE OF INSTRUMENT <u>10-03-72</u>		
MAKERS (Mortgagors - Grantors) <u>Charles Austin Williams and Charlotte A. Williams</u>					

LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW
	<u>Southaven,</u>	<u>DeSoto,</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)
 Lot 3105, Section 0, Southaven West Subdivision in Sections 23 and 26, Township 1 South, Range 8 West as per plat of record in Plat Book 5, Pages 12 & 13 in the office of the Chancery Clerk of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said lot.

RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY
	<u>10-11-72</u>	<u>H. A. Ferguson</u>	<u>DeSoto</u>
	VOLUME <u>149</u>	PAGE <u>72</u>	RECORD OF <u>Deed of Trust</u>

ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to CIT FINANCIAL SERVICES and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.

ATTEST:
 (Secretary) George M. Murphy (Name) _____
 Witness: _____ By: _____ (SEAL) _____ (Title)
 Witness: _____ By: _____ (SEAL) _____ (Title)

1) Witness in Mo., N.H., 2 in Conn., Ga., Mich., Minn., S.C., Wis. (In Ga. - 1 of the 2 witnesses must be Notary)
 2) After Corporate Seal in Colo., Conn., Kans., Mo., After Individual Seal in Mo.; In Georgia, Notary must witness and affix seal.

This instrument prepared by _____ of _____
(In Indiana, Kentucky and Wisconsin, type or print name of person preparing and dealer name) (Person who prepared) (Name of Dealer)

SPECIAL INSTRUCTIONS AND REQUIREMENTS
 * Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as:
 In Georgia - "Deed to Secure Debt"
 In Texas - "Mechanic's Lien - With Power of Sale"
 KANSAS - President, secretary, treasurer or cashier must sign for corporation.
 MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer.
 NEW JERSEY - Adapt Assignment to refer to Secretary of Corporation.
 PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.

EXECUTE ACKNOWLEDGMENT ON REVERSE

72-17540 (6-68)

STATE OF MISSISSIPPI, DESOTO COUNTY

50 A. 182 17 652 Jan. 8

23 Jan.

2.50

(Handwritten signature)

ASSIGNMENT
BR. _____ DLR. _____ TR. _____
DATE (Mo., Day and Year)
December 18, 1974

ASSIGNOR:
Name GUARANTY LOAN CORP.
No. and Street P.O. BOX 1200
City or Town JACKSON,
County HINDS,
State MISS.

INSTRUMENT ASSIGNED:
 Mortgage to ASSIGNOR, as Mortgagee.
 Deed of Trust to: CIT FINANCIAL SERVI... Trustee
 *
(Insert exact name of instrument, if not one of above)
ORIGINAL AMOUNT SECURED \$ 12,240.00
DATE OF INSTRUMENT 9-12-73
MAKERS (Mortgagors - Grantors)
Charles B. Smith and Doris B. Smith

LAND LOCATED IN CITY (Town) COUNTY STATE DESCRIPTION BELOW
Southaven, Desoto Miss. YES NO

(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)
Lot 1622, Section F, in Southaven West Subdivision on Section 22, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Page 29 and 30, in the office of the Chancery Clerk of said County.

RECORDING DATA ON INSTRUMENT BEING ASSIGNED DATE 9-14-73 OFFICE H.A. Ferguson COUNTY Desoto
VOLUME 165 PAGE 465 RECORD OF Deed of Trust

ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to CIT FINANCIAL SERVICES and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.

ATTEST:
Witness: George M. [Signature] (Secretary) By: [Signature] (SEAL) [Signature] (Title)
Witness: _____ By: _____ (SEAL) _____ (Title)
(1 Witness in Mo., N.H., 2 in Conn., Ga., Mich., Minn., S.C. Wisc.) (Apply Corporate Seal in Cal., Conn., Kans., Mo.; Apply Individual Seal in Mo.; In Georgia, Notary must witness and affix seal)

This instrument prepared by _____ of _____ (Name of Dealer)
(In Indiana, Kentucky and Wisconsin, type or print (Person who prepared) name of person preparing and dealer name)

SPECIAL INSTRUCTIONS AND REQUIREMENTS
* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as:
In Georgia - "Deed to Secure Debt"
In Texas - "Mechanic's Lien - With Power of Sale"
KANSAS - President, secretary, treasurer or cashier must sign for corporation.
MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer.
NEW JERSEY - Adopt Assignment to refer to Secretary of Corporation.
PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.

EXECUTE ACKNOWLEDGMENT ON REVERSE

72-17540 (8-68)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 653 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 23 day of Jan. 1975.
2.50
H. P. Ferguson CLERK

654

113211

ASSIGNMENT			AR.	DLR.	TR.
			DATE (No., Day and Year) December 18, 1974		
ASSIGNOR:			INSTRUMENT ASSIGNED:		
Name <u>GUARANTY LOAN CORP.</u>			<input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee.		
No. and Street <u>P.O. BOX 1200</u>			<input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES</u> , Trustee		
City or Town <u>Jackson,</u>			<input type="checkbox"/> *		
County <u>Hinds,</u>			<small>(Insert exact name of instrument, if not one of above)</small>		
State <u>Miss.</u>			ORIGINAL AMOUNT SECURED \$ <u>4,104.00</u>	DATE OF INSTRUMENT <u>3-08-74</u>	
CITY (Town) <u>Southaven,</u>			MAKERS (Mortgagors - Grantors) <u>Roberta B. Reinhardt</u>		
LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW	
	<u>Southaven,</u>	<u>DeSoto</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<small>(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)</small>					
Lot 101, Section "A" Southaven Subdivision in Section 14, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 4 and 5 in the Office of Chancery Clerk of DeSoto County, Mississippi.					
RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY		
	<u>3-11-74</u>	<u>H. G. Ferguson</u>	<u>DeSoto</u>		
	VOLUME <u>173</u>	PAGE <u>179</u>	RECORD OF		
			<u>Deed. of Trust</u>		

ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to CIT FINANCIAL SERVICES and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.

ATTEST:

Witness: George T. Mahan (Secretary) By: [Signature] (Name) (SEAL) [Signature] (Title)

Witness: _____ (SEAL) _____ (Title)

(1 Witness in Me., N.H.; 2 in Conn., Ga., Mich., Minn., S.C., Wisc.) (Affix Corporate Seal in Cal., Conn., Kans., Me.; Affix Individual Seal in Mo.; In Georgia, Notary must witness and affix seal)

This instrument prepared by _____ of _____
(In Indiana, Kentucky and Wisconsin, type or print (Person who prepared) (Name of Dealer))

SPECIAL INSTRUCTIONS AND REQUIREMENTS

* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as:
In Georgia - "Deed to Secure Debt"
In Texas - "Mechanic's Lien - With Power of Sale"

KANSAS - President, secretary, treasurer or cashier must sign for corporation.
MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer.
NEW JERSEY - Adapt Assignment to refer to Secretary of Corporation.
PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.

EXECUTE ACKNOWLEDGMENT ON REVERSE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record on 8 o'clock PM on 20 day of Jan. 1974.

50 A. 17 182 654

2:00 23 Jan.

[Signature]

655-

ASSIGNMENT	BR.	DLR.	TR.
	DATE (Mo., Day and Year) December 18, 1974		

ASSIGNOR: Name <u>Guaranty Loan Corp.</u> No. and Street <u>P.O. Box 1200</u> City or Town <u>Jackson,</u> County <u>Hinds,</u> State <u>Miss.</u>	INSTRUMENT ASSIGNED: <input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee. <input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES, Trustee</u> <input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>
ORIGINAL AMOUNT SECURED <u>\$ 7,560.00</u>	DATE OF INSTRUMENT <u>11-06-73</u>
MAKERS (Mortgagors - Grantors) <u>William M. Browning and wife Joyce S. Browning</u>	

LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW
	<u>Southaven,</u>	<u>DeSoto</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)

Lot 3134, Section J. Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 2 and 3, in the office of the Chancery Clerk of DeSoto County, Mississippi.

RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY
	<u>11-07-73</u>	<u>H. G. Ferguson</u>	<u>DeSoto</u>
	VOLUME <u>168</u>	PAGE <u>51</u>	RECORD OF <u>Deed of Trust</u>

ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to CIT FINANCIAL SERVICES and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.

ATTEST:

Witness: George M. Hays (Secretary) (Name) By: H. G. Ferguson (SEAL) (Title)

Witness: _____ (Name) By: _____ (SEAL) (Title)

(1) Witness in Mo., N.H., 2 in Conn., Ga., Mich., Minn., S.C., Va. (In Ga. - 1 of the 2 witnesses must be Notary)
(2) In the Corporate Seal in Cal., Conn., Kans., Me., Also Individual Seal in Ark., In Georgia, Notary must witness and affix seal)

This instrument prepared by _____ of _____ (Name of Dealer)
(In Indiana, Kentucky and Wisconsin, type or print (Person who prepared) name of person preparing and dealer name)

SPECIAL INSTRUCTIONS AND REQUIREMENTS

* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as:
 In Georgia - "Deed to Secure Debt"
 In Texas - "Mechanic's Lien - With Power of Sale"

KANSAS - President, secretary, treasurer or cashier must sign for corporation.
 MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer.
 NEW JERSEY - Adopt Assignment to refer to Secretary of Corporation.
 PENNSYLVANIA - Also requires "Order to Mark Judgment to Use" for judgment note.

EXECUTE ACKNOWLEDGMENT ON REVERSE

72-1754D (8-68)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 58 minutes A. M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 655 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 23 day of Jan. 1975.

Fee \$ 250

H. G. Ferguson CLERK

656

ASSIGNMENT			RR.	DLR.	TR.	11341
			DATE (Mo., Day and Year) December 18, 1974			
ASSIGNOR:			INSTRUMENT ASSIGNED:			
Name <u>Guaranty Loan Corp.</u>			<input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee.			
No. and Street <u>P.O. Box 1200</u>			<input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICE</u> , Trustee			
City or Town <u>Jackson,</u>			<input type="checkbox"/> _____ <small>(Insert exact name of instrument, if not one of above)</small>			
County <u>Hinds,</u>			ORIGINAL AMOUNT SECURED \$ <u>9,596.40</u>		DATE OF INSTRUMENT <u>1-22-74</u>	
State <u>Miss.</u>			MAKERS (Mortgagors - Grantors) <u>Charles R. Bloom and wife, Hazel L. Bloom</u>			
LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW		
	<u>Southaven,</u>	<u>DeSoto</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<small>(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)</small>						
Lot 2479, Section L. Southaven West Subdivision, in Section 27, T township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.						
RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	VOLUME	PAGE	OFFICE	RECORD OF	COUNTY
	<u>1-23-74</u>	<u>170</u>	<u>317</u>	<u>H. G. Ferguson</u>	<u>Deed of Trust</u>	<u>DeSoto</u>
ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to <u>CIT FINANCIAL SERVICES</u> and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.						
IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.						
ATTEST:						
Witness: <u>George M. King</u> (Secretary)		By: <u>W. H. Mason</u> (Name)		(SEAL) <u>W. H. Mason</u> (Title)		
Witness: _____		By: _____		(SEAL) _____ (Title)		
<small>(1 Witness in Mo., N.H., 2 in Conn., Ga., Mich., N.J., S.C., W.Va.) (In Ga. - 1 of the 2 witnesses must be Notary) (After Corporate Seal in Cal., Conn., Kans., Md.; After Individual Seal in Md.; In Georgia, Notary must witness and affix seal)</small>						
This instrument prepared by _____ of _____ (Name of Dealer)						
SPECIAL INSTRUCTIONS AND REQUIREMENTS						
* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as: In Georgia - "Deed to Secure Debt" In Texas - "Mechanic's Lien - With Power of Sale"						
KANSAS - President, secretary, treasurer or cashier must sign for corporation. MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer. NEW JERSEY - Adopt Assignment to refer to Secretary of Corporation. PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.						
EXECUTE ACKNOWLEDGMENT ON REVERSE						

72-1754D (8-68)

50 A. 182 17 656 Jan. 8

2.50 23 Jan.

657

11534

ASSIGNMENT	BR.	DLR.	TR.
	DATE (Mo., Day and Year) December 18, 1974		

ASSIGNOR: Name <u>Guaranty Loan Corporation</u> No. and Street <u>P.O. Box 1200</u> City or Town <u>Jackson,</u> County <u>Hinds,</u> State <u>Miss.</u>	INSTRUMENT ASSIGNED: <input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee. <input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES</u> , Trustee <input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>
	ORIGINAL AMOUNT SECURED <u>\$ 9,600.00</u> DATE OF INSTRUMENT <u>5-24-73</u>
	MAKERS (Mortgagors - Grantors) <u>George L. Thomas and Helen Rose Thomas</u>

LAND LOCATED IN	CITY (Town)	COUNTY	STATE	DESCRIPTION BELOW
	<u>Southaven,</u>	<u>DeSoto,</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)

Lot 39, Section A, Southaven Subdivision, in Section 14, Township 1, Range 8, and shown on revised plat of said Subdivision which is recorded in Plat Book 2, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY
	<u>5-25-73</u>	<u>H. A. Ferguson</u>	<u>DeSoto</u>
	VOLUME <u>160</u>	PAGE <u>29</u>	RECORD OF <u>Deed of Trust</u>

ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to CIT FINANCIAL SERVICES and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.

ATTEST:

Witness: George T. McHaffey (Secretary) by [Signature] (Name) (SEAL) [Signature] (Title)

Witness: _____ (SEAL) _____ (Title)

(1) Witness in Mo., N.H., 2 in Conn., Ga., Mich., Minn., S.C., W.Va. (In Ga., 1 of the 2 witnesses must be Notary) (Affix Corporate Seal in Cal., Conn., Kans., Me.; Affix Individual Seal in Ala.; In Georgia, Notary must witness and affix seal)

This instrument prepared by _____ of _____ (Name of Dealer)

(In Indiana, Kentucky and Wisconsin, type or print (Person who prepared) name of person preparing and dealer name)

SPECIAL INSTRUCTIONS AND REQUIREMENTS

* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as:
 In Georgia - "Deed to Secure Debt"
 In Texas - "Mechanic's Lien - With Power of Sale"

KANSAS - President, secretary, treasurer or cashier must sign for corporation.
 MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer.
 NEW JERSEY - Adopt Assignment to refer to Secretary of Corporation.
 PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.

EXECUTE ACKNOWLEDGMENT ON REVERSE

72-17540 (8-68)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 657 records of REAL ESTATE TRUST DEEDS of said County.

Witness by said Notary Public in the 23 day of Jan 1975.

Filed 2.50

H. P. Ferguson CLERK

658

11533

ASSIGNMENT		RR.	DLR.	TR.
		DATE (Mo., Day and Year) December 18, 1974		
ASSIGNOR: Name <u>Guaranty Loan Corp.</u> No. and Street <u>P.O. Box 1200</u> City or Town <u>Jackson,</u> County <u>Hinds,</u> State <u>Miss.</u>		INSTRUMENT ASSIGNED: <input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee. <input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES</u> , Trustee <input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>		
LAND LOCATED IN <u>Southaven,</u>		CITY (Town) <u>Southaven,</u>	COUNTY <u>DeSoto</u>	STATE <u>Miss.</u>
DESCRIPTION BELOW <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
<small>(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)</small> Lot 1550, Section E, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 27 and 28, in the office of the Chancery Clerk of DeSoto County, Mississippi.				
RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE <u>5-20-74</u>	VOLUME <u>175</u>	PAGE <u>342</u>	OFFICE <u>H. G. Ferguson</u> RECORD OF <u>Deed of Trust</u>
COUNTY <u>DeSoto</u>				
ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to <u>CIT FINANCIAL SERVICES</u> and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR. IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.				
ATTEST:				
Witness: <u>George M. Hays</u> (Secretary)		By: <u>Carol B. Woodard</u> (Name)		
Witness: <u>Johnnie Daniel Woodard and wife</u>		By: <u>Carol B. Woodard</u> (Title)		
<small>(1 Witness in Mo., N.H., 2 in Conn., Ga., Mich., Minn., S.C., Wisc.) (In Ga. - 1 of the 2 witnesses must be Notary)</small>		<small>(Apply Corporate Seal in Cal., Conn., Kans., Mo.; Apply Individual Seal in Mo.; In Georgia, Notary must witness and affix seal)</small>		
This instrument prepared by _____ of _____ <small>(In Indiana, Kentucky and Wisconsin, type or print (Person who prepared) (Name of Dealer))</small>				
SPECIAL INSTRUCTIONS AND REQUIREMENTS				
*Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as: In Georgia - "Deed to Secure Debt" In Texas - "Mechanic's Lien - With Power of Sale"				
KANSAS - President, secretary, treasurer or cashier must sign for corporation. MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer. NEW JERSEY - Adapt Assignment to refer to Secretary of Corporation. PENNSYLVANIA - Also require "Order to Mark Judgment to Use" for judgment note.				
EXECUTE ACKNOWLEDGMENT ON REVERSE				

72-1734D (8-68)

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that this is a true and correct copy of the original as recorded in my office on 8 day of Jan. 1974.

50 A. 182¹⁷ 658

23 Jan.

2.50

H. G. Ferguson

ASSIGNMENT		BR.	DLR.	TR.
115240				
DATE (Mo., Day and Year) December 18, 1974				
ASSIGNOR: Name <u>Liberty Loan Corporation</u>		INSTRUMENT ASSIGNED:		
No. and Street <u>1533 State Line Rd.</u>		<input type="checkbox"/> Mortgage to ASSIGNOR, as Mortgagee.		
City or Town <u>Southaven,</u>		<input checked="" type="checkbox"/> Deed of Trust to: <u>CIT FINANCIAL SERVICES</u> , Trustee		
County <u>DeSoto,</u>		<input type="checkbox"/> * <small>(Insert exact name of instrument, if not one of above)</small>		
State <u>Miss.</u>		ORIGINAL AMOUNT SECURED \$ <u>4,536.00</u>	DATE OF INSTRUMENT <u>10-29-74</u>	
CITY (Town) <u>Southaven,</u>		MAKERS (Mortgagors - Grantors) <u>F. C. CHURCH and wife NORMA H. CHURCH</u>		
LAND LOCATED IN	COUNTY	STATE	DESCRIPTION BELOW	
<u>Southaven,</u>	<u>DeSoto,</u>	<u>Miss.</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<small>(Enter Legal Description of Property in Ark., Fla., Kans., Miss., Neb., Okla., So. Dak., Texas and Utah)</small>				
<u>Lot 1079, Section A of Southaven West Subdivision in Section 23, Township 1 South, Range 8 West, as shown on Plat of said Subdivision which is recorded in Plat Book 2, Pages 43, 44, 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.</u>				
RECORDING DATA ON INSTRUMENT BEING ASSIGNED	DATE	OFFICE	COUNTY	
VOLUME <u>181</u>	<u>11-01-74</u>	<u>H. G. FERGUSON</u>	<u>DESOTO</u>	
PAGE <u>127</u>		RECORD OF	<u>Deed of Trust</u>	
ASSIGNOR, named above, for and in consideration of \$10 and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over to <u>CIT FINANCIAL SERVICES</u> and to its successors and assigns, to have and to hold forever, all of ASSIGNOR'S right, title and interest in and to the above described INSTRUMENT, and all of ASSIGNOR'S rights and powers therein contained, and all the land and improvements mentioned and described therein, together with the debt secured thereby in the above stated Amount payable under the terms of an instalment note or other obligation described therein from the above named Makers to ASSIGNOR.				
IN WITNESS WHEREOF, ASSIGNOR has on the above date caused this Assignment to be executed, if a corporation, by its officers thereunto duly authorized.				
ATTEST:				
Witness: <u>George M. Murphy</u> (Secretary)		By: <u>[Signature]</u> (Name)		
Witness: <u>[Signature]</u>		By: <u>[Signature]</u> (SEAL) (Title)		
<small>(1 Witness in Me., N.H., 2 in Conn., Ga., Mich., Minn., S.C., W. Va.) (In Ga. - 1 of the 2 witnesses must be Notary)</small>		<small>(If the Corporate Seal is Used, Conn., Kans., Me., After Individual Seal in Me.; In Georgia, Notary must witness and affix seal)</small>		
This instrument prepared by _____ of _____ (Name of Dealer)				
SPECIAL INSTRUCTIONS AND REQUIREMENTS				
* Under "Instrument Assigned" above, insert exact name of instrument, if not a mortgage or deed of trust, such as: In Georgia - "Deed to Secure Debt" In Texas - "Mechanic's Lien - With Power of Sale"				
KANSAS - President, secretary, treasurer or cashier must sign for corporation. MICHIGAN - One officer must sign for corporation and Acknowledgment must refer to officer. NEW JERSEY - Adopt Assignment to refer to Secretary of Corporation. PENNSYLVANIA - Also require "Order to Make Judgment to Use" for judgment note.				
EXECUTE ACKNOWLEDGMENT ON REVERSE				

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A.M. 17 day of Jan. 1975, and that the same has been recorded in Book 182 Page 659 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal on the 23 day of Jan. 1975.
Fee: 2.50
H. P. Ferguson CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

BILLY JOE LOVETT,

to C. B. HENLEY, Trustee, for the benefit of Bailey Mortgage Company, dated November 13th, 1974, securing a note in the sum of \$ 25,600.00 recorded in Book 181, Page 569, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd day of January, 19 75.

BAILY MORTGAGE COMPANY

William Cook
William Cook
Vice President



STATE OF MISSISSIPPI
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM COOK, who acknowledged to me that he is VICE PRESIDENT of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 2nd day of January, 19 75.



Margaret Suzanne Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

20 A. 182 22 460 Jan. 10
250 23 Jan.

H. G. Ferguson
CHANCERY CLERK

6661

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 20th day of January, 1975, by and between

DONALD L. FLEMMONS and wife, ROSE ANN M. FLEMMONS

hereinafter called the Grantor;

C. B. Henley hereinafter called the Trustee; and

BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 E. Amite St., in Jackson, Miss., hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 158, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Together with Ruud Furnace, model #UOF14F20-1, serial #HF22732951; Ruud Air Condition, model #UT-38B15, serial #585UXF22730438; Standard Water Heater, model #Standard, serial #S439908; G. E. Range, model #M950R4HT, serial #T438469G; Frigidaire Dishwasher, model #DWDU, serial #40FB0069; G. E. Disposal, model #GFE110-01, serial #FT135729B; Nutone Vent-a-Hood, model #V20; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-One Thousand Four Hundred Fifty and No/100 -----Dollars (\$ 31,450.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

Bailey Mortgage Company, 161 E. Amite St. in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twenty-Five and 50/100 -----Dollars (\$ 225.50), commencing on the first day of March, 1975 and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2005/

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

H. G. Ferguson
CHANCERY CLERK

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty (60) Days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Donald L. Flemmons
Donald L. Flemmons

Rose Ann M. Flemmons
Rose Ann M. Flemmons

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for the said County, the within named Donald L. Flemmons and Rose Ann M. Flemmons, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of January, 19 75.

My Commission expires:
Feb. 18, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 4 o'clock P.M., on the 22 day of Jan. 19 75 and was recorded in Vol. 182, Record of Deeds, pages 261, on the 23 day of Jan. 19 75.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P.M. 22 day of Jan. 1975, and that the same has been recorded in Book 182 Page 261 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Jan. 1975.

Fees \$ 6.00

H. P. Ferguson, CLERK

664

February 19 78
14th
Trustee
H. G. Ferguson
182 23
664

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 20 day of January 19 75 between W. L. REID, JR.

and The Hernando Bank of the first part, of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00) evidenced by promissory note of even date and like amount, to become due and payable on or before the 19th day of July, 1975, with interest from date at the rate of 10% per annum

and any further amount that the party of the second part may furnish the party of the first part during the year 19 75 not to exceed Forty Five Thousand Dollars

and the part less of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part less of the first part paid by William W. Ballard

Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ...

The East 40 acres of the following described 129.47 acre tract, Said 40 acres lying East of Brights Road and extending from the North line to the South line of said 129.47 acre tract, in Section Five (5) Township Three (3) Range Seven (7) West, DeSoto County, Mississippi:

All that portion of the southeast quarter of Section 5, Township 3, Range 7 West of DeSoto County, Miss. which lies south and east of Hernando-Lewisburg public road and the north half of the northeast quarter of Section 8, Township 3, Range 7 West of DeSoto County, Mississippi, and containing 129.47 acres, more or less, and being that same land conveyed to Robert L. Shemwell, Jr., et ux by deed of record in Deed Book 86, page 369, of the land records of DeSoto County, Mississippi.

This trust deed is in renewal and extension of trust deed dated July 6, 1973, and recorded in Real estate Trust Deed Book No. 162, Page No. 254 and Trust Deed dated January 10, 1974, recorded Book No. 170, Page 110, Real Estate Records of DeSoto County, Miss.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 19 day of July 19 75 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. [Signature]

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority W. L. Reid, Jr. of said County, the within named who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 20 day of January 19 75. My Commission Expires Jan. 7, 1978 (SEAL) [Signature] Clerk

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, subscribed his name as a witness

no 182 23 664 Jan. 9
2.00 23 Jan. [Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK
350 PAGE 327
THIS 18 DAY OF October 1980
H.D. Jeunson
CHANCELLER CLERK

7.0 acres
Partial Release of this Instrument Recorded in
Real Estate T1A Book
No. 268 Page 333
This 21 day of Jan. 1981

6651

FORM NO. 1581 REV. 3/74

221805-51

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

WHEREAS,

James L. Ozment and Joanne D. Ozment

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

Thirty Seven Thousand and NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HERewith, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF FEBRUARY 2005.

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

James L. Ozment and wife, Joanne D. Ozment

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. James Schneider AS TRUSTEE, HEREINAFTER CALLED
TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSoto COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

A tract of land in the shape of a rectangle, situated in the
Middle one-third of Section 34, Township 2, Range 7 West, and
more particularly described by metes and bounds as follows,
to-wit:

COMMENCING at the Southeast corner of the Douglas tract, as described
by deed of record in Book 47, page 541 of the Deed Records of said
County, (and which point is 3,300 feet south of and 1,760 feet
West of the Northeast Corner of said Section 34, As shown on plat
drawn by Ronald R. Williams, C. E. though not surveyed, dated
May 27, 1973, and later corrected); thence West a distance of
30 feet, FOR THE POINT OF BEGINNING OF SAID TRACT; thence North
a distance of 415 feet to a point; thence West a distance of
1049.6 feet to a point; thence South a distance of 415 feet to
the south line of said Douglas lands; thence East with said
South line a distance of 1049.6 feet to the point of beginning.

The foregoing description is attached to and made a part of that certain
mortgage executed by James L. Ozment
et al., dated January 17, 1975, as security for an indebtedness
to The Federal Land Bank of New Orleans in the amount of \$ 37,000.00

James L. Ozment
Joanne D. Ozment
Signed for Identification

6666

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMER-LIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN, IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREBY, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE: NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 17 DAY OF January 19 75

James L. Ozment
Joanne D. Ozment

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

James L. Ozment and wife, Joanne D. Ozment

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 22nd DAY OF January 19 75

(SEAL)

MY COMMISSION EXPIRES Jan. 24, 1977

Kathlyn S. Goodwin
Notary Public
(OFFICIAL CAPACITY)

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 19 _____

(SEAL)

MY COMMISSION EXPIRES _____

(OFFICIAL CAPACITY)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. 22 day of Jan. 1975, and that the same has been recorded in Book 182 Page 665 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Jan. 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that by agreement, the indebtedness described in and secured by that certain Trust Deed dated 28th day of December, 1973, executed by MARAGAY, INC., a Mississippi corporation, to WILLIAM W. SIMMONS III, Trustee, which Trust deed is recorded in book 169 page 561, and re-recorded in book 170 page 79, of Records in the Office of the Chancery Clerk of DeSOTO COUNTY, MISSISSIPPI, the undersigned, WILLIAM W. SIMMONS III, as Trustee named in said Trust Deed, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quit claim unto the said MARAGAY, INC., the following described property located in DeSOTO COUNTY, MISSISSIPPI, to-wit:-

PARCEL I. Part of Section 35, Township 1 South, Range 7 West, described as BEGINNING at the point of intersection of the center line of Malone Road with the south line of Goodman Road, said point of beginning being a distance of 40.0 feet southwardly from the northwest corner of Section 35, as measured along the center line of Malone Road; thence due east along the south line of Goodman Road (80 feet wide) a distance of 2,315.00 feet to the northwest corner of the property conveyed to the Longview Heights Baptist Church by warranty deed of record in book 83 page 560, in the office of the Chancery Court Clerk of DeSoto County, Mississippi; thence due south along the west line of the Longview Heights Baptist Church property a distance of 726.00 feet to an iron pin in the north line of the property conveyed to Ark Academy by warranty deed of record in book 92 page 287, in the office of the Chancery Court Clerk of DeSoto County, Mississippi; thence due west along the north line of the Ark Academy property a distance of 886.10 feet to an iron pin at the northwest corner of said property; thence due south along the west line of Ark Academy property a distance of 548.00 feet to an iron pin in an old fence line; thence north 89° 37' 38" west along said old fence line, same being the north line of the Well S. Watson property, a distance of 1,428.90 feet to a point in the center line of Malone Road; thence due north along the center line of Malone Road a distance of 1,264.70 feet to the point of beginning.

The above described property contains an area of 56.406 acres of which 0.581 acres lie within Malone Road.

PART OF PARCEL II. Part of Section 26, Township 1 South, Range 7 West, described as - BEGINNING at a point in the north line of Goodman Road, a distance of 1,031.27 feet eastwardly, as measured along the north line of Goodman Road, from its intersection with the center line of Malone Road; thence North 0 degrees 29 minutes 39 seconds West 2,611.87 feet to a point in the half-section line of Section 26, same being a point in the north line of the property of Pleasant Hill Land Company, Inc.; thence South 89 degrees 50 minutes 09 seconds East along the half-section line and the same being the westward projection of the south boundary line of Summer Hills Subdivision, and along the south boundary line of Summer Hills Subdivision, a distance of 4,284.37 feet to a point in the center line of Pleasant Hill Road, the same being a point in the east line of Section 26; thence South 0 degrees 11 minutes 32 seconds East along the east line of Section 26, a distance of 1,695.76 feet to a spike in Pleasant Hill Road; thence South 89 degrees 45 minutes 14 seconds West along the north line of the property conveyed to W. I. Larue by warranty deed of record in book 59 page 339, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, a distance of 209.50 feet to an iron pin at the northwest corner of said Larue Property; thence South 0 degrees 19 minutes 10 Seconds West in general along an old fence line a distance of 840.51 feet to an old iron pin at the southwest corner of the property conveyed to Tennessee Coon Hunters Association by warranty deed of record in book 59 page 291, in the office of the Chancery Court Clerk of DeSoto County, Mississippi; thence North 89 degrees 45 minutes 52 seconds East along the south line of the Tennessee Coon Hunters Association property a distance of 177.00 feet to an iron pin, same being a distance of 40.00 feet westwardly from the east line of Section 26;

thence South 0 degrees 11 minutes 32 seconds East a distance of 63.05 feet to an iron pin in the north line of Goodman Road, same being a distance of 40.00 feet northwardly from the center line of Goodman Road, as measured perpendicular thereto, said iron pin also being a distance of 40.00 feet westwardly from the east line of Section 26, as measured perpendicular thereto; thence due-west along the north line of Goodman Road a distance of 4,230.54 feet to the point of beginning.

It is intended to release all of the property described as Parcel II in the trust deed, except the West 61.868 acres, the lien of said trust deed being expressly retained on said West 61.868 acres.

TO HAVE AND TO HOLD the aforescribed real property unto the said MARAGAY, INC., and to its successors and assigns in fee simple forever, free and discharged from the lien of said trust deed and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said trust deed not heretofore or hereby released, the lien of same shall continue in full force and effect.

MEMPHIS BANK & TRUST COMPANY joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said trust deed as aforesaid, and of evidencing its consent and direction to the Trustee to execute this release.

IN WITNESS WHEREOF, the said WILLIAM W. SIMMONS III, Trustee, has hereunto set his hand, and the said MEMPHIS BANK & TRUST COMPANY has caused this instrument to be executed by its proper officers, this the 17th day of January, 1975.

William W. Simmons III
William W. Simmons III, Trustee.

ATTEST:
Sonia Macaroni
Asst. Secretary.

MEMPHIS BANK & TRUST COMPANY
By *[Signature]*
Executive Vice- President.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named WILLIAM W. SIMMONS III, as Trustee, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his voluntary act and deed.



GIVEN under my hand and seal on this 17th day of January, 1975.

My Commission expires
May 29th, 1977.

Howard W. Brubaker
Notary Public.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, the within named HOWARD L. GOLWEN and DORIS MASCARI, with whom I am personally acquainted, and who made oath that they are, respectively, the ^{Executive} Vice-President and Asst. Secretary of the MEMPHIS BANK & TRUST COMPANY, the within named bargainor, a corporation, and that they as such ^{Executive} Vice-President and Asst. Secretary, being fully authorized so to do, signed and delivered the foregoing instrument on the day and year therein mentioned as and for the act and deed of said Corporation.

WITNESS my hand and Notarial Seal, this 17th day of January, 1975.

My Commission expires
May 29th, 1977.

Howard W. Pritchard
Notary Public.

This instrument prepared by:
Howard W. Pritchard, Attorney,
#1101 Memphis Bank Building,
Memphis, Tennessee 38103.

STATE OF MISSISSIPPI, DEBOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 23 day of Jan. 1975, and that the same has been recorded in Book 182 Page 468 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 23 day of Jan. 1975.
Fee 3.50
H. P. Ferguson, CLERK

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SECOND DEED OF TRUST

This Indenture, made by and between ALEX KATZ and GILBERT KATZ

party of the first part; JAMES C. KENNON party of the second part, as Trustee; and
NATIONAL BANK OF COMMERCE, Memphis, Tennessee

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

10 acres in the Southeast Quarter of Section 12, Township 3, Range 8 West, described as BEGINNING at a point in the east right of way of U.S. Highway 51 in Section 12, Township 3, Range 8 West, opposite Highway Station Number 606+69, and also being the northwest corner of the Central Arkansas Milk Producers Association tract; thence northward along said highway right of way and along a highway curve 400 feet to a point; thence north 83 degrees, 56 minutes east 822.06 feet to a point; thence south 8 degrees 30 minutes east 630.49 feet to a point; thence south 81 degrees 57 minutes west 475.64 feet to a point in the east line of said Association tract; thence north 3 degrees, 14 minutes east along the east line of said Association tract 231.03 feet to the northeast corner; thence south 87 degrees 16 minutes west along the north line of said Association tract 373.25 feet to the point of beginning and containing 10.0 acres, more or less.

[SEE REVERSE SIDE FOR ADDITIONAL PROVISION]

This conveyance is made in trust, however, to secure the payment of \$458,005.21 evidenced by the following promissory notes of even date herewith: one promissory note of even date herewith in the principal amount of \$ 458,005.21 executed by Alex Katz and Gilbert M. Katz, payable to the order of National Bank of Commerce on Demand with interest at the rate of 11% per annum.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 21 day of January, 1975

Alex Katz
Gilbert Katz

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The property herein conveyed is encumbered by the lien of a deed of trust of record in Book 164, Page 70, of Real Estate Trust Deed in the Chancery Court Clerk's Office of DeSoto County, Miss., recorded in Real Estate Trust Deed Book 175, Page 497 and assigned by Assignment of record in Real Estate Trust Deed Book 180, Page 558, of said Clerk's Office, and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other deed hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this deed of trust; and the advancement of such sum or sums shall in no way limit or bar the afore-said option to accelerate said indebtedness.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
 12 SO. MAIN
 MEMPHIS, TENNESSEE

TRUST DEED

FROM _____
 TO _____
 FOR THE USE OF _____

STATE OF MISSISSIPPI
 County of DeSoto

H. P. Ferguson Clerk
 of the Chancery Court and ex-officio Recorder
 for the County and State aforesaid, do hereby
 certify that the within instrument of writing
 was filed for record in my office on the _____
 day of _____ A.D. 1975

at 9 o'clock A. M., and has been this day
 duly recorded in Trust Deed Record
 Page _____

WITNESS my hand and official seal, this
 _____ day of _____ 19____

 Clerk.
**TITLE INSURANCE is the only guaranteed
 protection against real estate title losses.**

3-50 (34)

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 9 o'clock
no minutes A. M. 23 day of Jan. 1975, and that the same has been
 recorded in Book 180 Page 671 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 23 day of Jan. 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

STATE OF TENNESSEE
 COUNTY OF SHELBY
 ss. _____
 Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
ALEX KATZ and GILBERT M. KATZ
 who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their
 voluntary act and deed.
 Given under my hand and seal this the 21st day of January 1975
Frank R. [Signature]
 Notary Public
 MY COMMISSION EXPIRES NOV. 22, 1977

CANCELLED BY AUTHORITY, RECORDED IN BOOK

601 PAGE 579
THIS 9 DAY OF Sept 19 92

W. E. Davis
Chancery Clerk

by: J. Woodard, P.C.

Revised April, 1974

DEED OF TRUST
OF
UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Albert L. Hill and wife, Maria Jean Hill
and _____ hereinafter designated
Grantor, do hereby sell, convey and warrant unto Tom B. Scott, Jr., who
is hereby appointed Trustee with full power and authority to execute this trust, the following described property
situated in DeSoto County, Mississippi, to-wit:

Lot 19, Ridge View Subdivision, in Section 26, Township
1 South, Range 7 West, as per plat thereof recorded in
Plat Book 12, pages 41-44, in the office of the Chancery
Clerk of DeSoto County, Mississippi.

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and
fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat,
light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings
now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the
realty; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise appertaining, to any, or all of
said property.

IN TRUST, HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated
as the "ASSOCIATION", or Beneficiary, in the sum of Forty Five Thousand, and no/100 Dollars -----
(\$45,000.00) evidenced by our certain promissory note of

even date herewith, bearing interest at the rate of 9.25 % per annum after maturity until paid, said note providing on
the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is
not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become
due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%) as pro-
vided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after
declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

\$ 370.35 payable on the 1st day of March, 19 75, and a like amount on
the 1st day of each succeeding month until said indebtedness is fully paid.

At 615
HEDEMAN BROS., JACKSON, MISS.

Magnolia Federal Bank For Savings
Assignment of this instrument recorded in
Real Estate T10
Page 560 Page 721
on the 8th day of Nov. 19 91
W. E. Davis
by: J. O. Sturkey, P.C.

(In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder of said note, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable without notice to the Grantor.

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendee of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendee, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as hereinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property; and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (husband) of the aforesaid Albert L. Hill has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 16th day of January 19 75

Albert L. Hill

Marla Jean Hill

Albert L. Hill

Marla Jean Hill

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

Albert L. Hill

Marla Jean Hill

and his wife (her husband) who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of January 19 75

My commission expires:

1-16-77

James B. Young

Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

_____, who acknowledged before me that _____ executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19 _____

My commission expires:

Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____

and _____

personally known _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 23 day of Jan. 1975, and that the same has been recorded in Book 182 Page 673 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of Jan. 1975.

Fees \$5.00

H. P. Ferguson

CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Ernest L. Sowell, Jr.

To DEED OF TRUST
J. F. Conger

THIS INDENTURE, Made this 23rd day of January 1975
between Ernest L. Sowell, Jr., Party

and J. F. Conger, Party

WITNESSETH That whereas, said part Y of the first part, being indebted to the said part Y

of the second part for the sum of Forty Thousand Dollars (\$40,000.00) evidenced by his one note of even date herewith for said amount, and due in ten equal annual installments of principal in the amount of \$4,000.00 each, with one of said installments due on or before 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 years after date, respectively, and with each of said installments bearing 7% interest per annum, payable annually, from date until paid, said interest being payable annually on the total unpaid principal balance, and which said note carries certain pre-payment penalties.

and the part Y of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by F. G. Holmes, Jr.

Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit: 22.78 acres situated in the Southwest Quarter of Section Six (6), Township Four (4), Range Seven (7) West, and more particularly described by metes and bounds, as follows, to-wit: Beginning at the point where the North line of said Quarter Section intersects the East right of way of said Highway No. 51 at Station 202 + 47.7; thence North 83 degrees 30 minutes East along said North line of said Quarter Section 852.7 feet to an iron pin; thence South 3 degrees 51 minutes East, 1183.40 feet to the Northeast corner of the Skeltons three acre parcel; thence South 83 degrees 30 minutes West with Skeltons North line, 798.2 feet to the East right of way of said Highway 51; thence Northerly along said East right of way, 1181.1 feet to the point of beginning, LESS AND EXCEPT HOWEVER an undivided one-fourth interest in and to all oil, gas, and minerals (excluding gravel) which was reserved by J. F. Conger in the hereinafter mentioned deed, and subject to the 40 foot road right of way across the north side of said lands.

Said lands are the same lands conveyed to First Party by Second Party by warranty deed of this date, and this is a purchase money deed of trust securing the payment of the deferred part of the purchase price for said lands, and this is a first and paramount lien against said lands. The aforementioned note provides, and First Party hereby understands and agrees, that the failure to pay any one of the aforementioned annual installments of principal when due, or said annual interest, shall operate at the option of the owner or holder of said note, to mature the entire indebtedness and the same may be declared at once due and payable.

RELEASE CLAUSE: Second Party hereby agrees that in the event that First Party desires partial releases of lands from the lien of this deed of trust that First Party shall first give Second Party a written request describing the lands desired to be released, in accordance with a proper survey of same, to be paid for by First Party, and thereupon Second Party agrees to release from the lien of this deed of trust one acre of land upon the payment of each \$2,500.00 of principal that is hereafter paid on the above-described indebtedness, but both parties understand and agree that all such releases are to be upon the basis of Second Party retaining approximately 1 acre of frontage on Highway No. 51 to each 3 acres of depth acre ratio of the remaining lands until the entire indebtedness is paid in full, meaning that before any such releases are granted Second Party must be assured that he will be retaining 1 acre of highway frontage for each 3 acre depth (east and west) that he will be retaining.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness and interest, all as hereinbefore provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.
Ernest L. Sowell, Jr.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned Chancery Court Clerk Ernest L. Sowell, Jr. of said County, the within named

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 23rd day of January 1975
My Commission Expires January 5, 1976
H. G. Ferguson
E. Miller
Clerk
D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
I certify that the

20 P. 23 182 676 Jan 2
23 Jan.
2.50

Paid, Satisfied and Cancelled
This 11 day of Jan 1975
J. F. Conger
Attest
H. G. Ferguson
Chancery Clerk by D. Taylor

Assignment of this instrument Recorded in

Real Estate T10 Book

No. 241 Page 349

This the 19 day of April 19 79

H. B. Ferguson Clerk

Assignment of this instrument Recorded in

Real Estate T10 Book

No. 183 Page 274

This the 13 day of Feb 19 75

H. B. Ferguson Clerk

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STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

D-22766-SR
THIS DEED OF TRUST, made and entered into this 17th day of JANUARY 1975 by and between

MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

JERRY GORDON HARRIS AND WIFE, CAROLYN WHITE HARRIS

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized and post-office address at STATE OF TENNESSEE, having its principal office Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 615, REVISED PLAN, SECTION C, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 11, pages 13 & 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED JANUARY 3, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized STATE OF TENNESSEE, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND FIVE HUNDRED FIFTY AND NO/100 Dollars (\$ 25,550.00), with interest from date at the rate of SEVEN AND 3/4 per centum (7-3/4) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED EIGHTY THREE AND 19/100 Dollars (\$ 183.19), commencing on the first day of MARCH, 1975, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY RECORDED IN 601-554 PAGE 113 DAY OF April 19 79 W. E. Morris Chancery Clerk

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1955 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable, if the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Jerry Gordon Harris
JERRY GORDON HARRIS

Carolyn White Harris
CAROLYN WHITE HARRIS

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY ✓

Personally appeared before me, the undersigned, in and for the said County, the within named JERRY GORDON HARRIS and CAROLYN WHITE HARRIS, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 17th day of JANUARY

My Commission Expires July 9, 1978

STATE OF MISSISSIPPI } ss:
COUNTY OF Desoto

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 1:55 o'clock P.M., on the 23 day of Jan, 1975 and was recorded in Vol. 182, Record of Deeds, pages 677, on the 23 day of Jan, 1975.



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 55 minutes P. M. 23 day of Jan. 1975, and that the same has been recorded in Book 182 Page 677 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Jan. 1975.

Fee \$ 5.00

H. P. Ferguson, CLERK

680

PREPARED BY
SIDNEY M. KATZ, ATTY.
4041 MONT-ARNOLD ROAD
MEMPHIS, TENN. 38118

CORRECTION
MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Richard A. Fabiszak and wife, Olive/ K. Fabiszak to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated December 30th, 19 74, securing a note in the sum of \$ 39,900.00, recorded in Book 182, Page 367, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 39,900.00, plus interest at the rate of 8 1/2 % per annum, the first monthly installment being due the 1st day of February, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 20th day of January, 19 75.

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:
Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 20th day of January, 19 75.

My Commission Expires Sept 13, 1977

Judith A. [Signature]
NOTARY PUBLIC

2/71/226

kt

STATE OF MISSISSIPPI, DE SOTO COUNTY

55 P. 23 182 680 Jan.

2.52

23 Jan.

[Handwritten signature]