

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 D. Sorrell and wife, Debra/ to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated January 3rd, 1975, securing a note in the sum of \$25,500.00, recorded in Book 182, Page 486, 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 \$ 25,500.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st 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 hereunto affixed on this the 20th day of January, 1975.

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, 1975.

My Commission Expires Sept. 13, 1977

Justine L. ...
NOTARY PUBLIC

2/71/226

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 183 Page 1 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 24 day of Jan. 1975.

Fees 2.50

H. B. Ferguson

LAND DEED OF TRUST

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CANCELLED BY AUTHORITY DERIVED IN BOOK
184
THIS 10
1591
N.B. & W. J. Isonhood
CHANCERY CLERK
19 75

WHEREAS, the undersigned Jamie E. & Laurie G. Isonhood is/are indebted to G. E. Homemakers Financial Service, 1389 Stateline Rd., Southaven, Miss. beneficiary, in the sum of Ten Thousand Four Hundred Sixty Four Dollars and No/100 Dollars,

as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of G. E. Homemakers Financial Service, 1389 Stateline Rd., Southaven, Miss. 38671 or Bearer, in 18 installments of \$ 218.00 each, and a final installment of \$ 28th day of each and every month hereafter until paid in full, with interest after maturity at the rate of six per cent per annum; and providing for the maturity of the entire note, at the option of the holder, for failure to pay any installment or fulfill any obligation of said note, and providing for a reasonable attorney's fee for collection of not less than twenty per cent of balance, or a minimum of twenty-five dollars.

AND WHEREAS, the undersigned is/are desirous and anxious to secure the prompt payment of said indebtedness at the maturities thereof, and any renewals or extensions thereof, and any other indebtedness (es) that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the indebtedness herein named and secured, or any extensions or renewals thereof;

THEREFORE, in consideration of the premises and of Five Dollars to the undersigned paid by the herein named Trustee, the receipt whereof is hereby acknowledged, the undersigned do/they hereby sell, convey and warrant unto G. E. Homemakers Financial Serv. as Trustee, the following described property situated in the City of Southaven County of DeSoto and State of Mississippi, to-wit:-

Lot 450, Section "E", in Carriage Hills Subdivision on Section 23-23, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, Pages 17-18 in the Office of the Chancery Clerk' of said county.

together with all and singular the improvements thereon and appurtenances thereto belonging.
The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein. If this deed of trust is second and/or subordinate to a prior deed of trust executed by the undersigned, then in the event of default in the terms and provisions of said first deed of trust, the holder or holders hereof may exercise the right of foreclosure of this instrument even though no default exists herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities as well as any extensions or renewals thereof and otherwise perform all the terms and conditions thereof, and of this instrument, then this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, in the highest bidder for cash, within 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 in public name, 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 and a reasonable and lawful Trustee's fee therefor shall be first paid; and, the amount remaining owing under the aforesaid note shall be paid to the party(ies) to whom same shall be then owing; for the protection of the guaranty of the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or 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, in the repairing, reconstructing or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or 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 the undersigned 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 thereby are hereby secured by this deed of trust, and shall be repayable with interest at 8% per annum from dates 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. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured be cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the aforesaid indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary to a sum not exceeding \$25,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, if from record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor herein made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforesaid obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized in writing, successor or substitute trustee in the place of the Trustee hereinbefore 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 note, or either of them, shall for any reason desire so to do.

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

Witness the signature(s) of the undersigned this 23rd day of January, 19 75

[Handwritten signatures of Jamie E. & Laurie G. Isonhood]

Tenn.
STATE OF ~~Mississippi~~
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said county and state, the within named Jamie E. & Laurie G. Isonhood who acknowledged that he/she/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 January, 19 75

[Handwritten signature of Notary Public]
My commission expires: 6/25/75

10 P. 183 23 24 Jan. 4
2.50
24 Jan.

THIS 1 DAY OF March 1975

H. P. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

FREDERICK L. ROBERTS, ET UX,

To { DEED OF TRUST
FAA FEDERAL CREDIT UNION,
Memphis, Tennessee

THIS INDENTURE, Made this 21st day of JANUARY 19 75,
between FREDERICK L. ROBERTS and wife, LINDA F. ROBERTS,
of the first part,
and FAA FEDERAL CREDIT UNION, Memphis, Tenn 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 XXX principal sum of TEN THOUSAND AND
NO/100 DOLLARS (\$10,000.00), evidenced by a Promissory Note of even date and
like amount herewith, due and payable in sixty (60) monthly installments of
principal and interest in the amount of TWO HUNDRED SEVEN AND 60/100 DOLLARS
(\$207.60) each, with the first of said monthly installments due and payable *

XX
XX
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 having agreed to secure the prompt
paid by WILLIAM W. BALLARD 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: XXXXXXXXXXXXXXX
XX
XX
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THE LAND LYING AND BEING SITUATED IN SECTION TWELVE (12), TOWNSHIP TWO (2)
SOUTH, RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

Lot 7 of Pleasant Hill Estates Subdivision in Section
12, Township 2 South, Range 7 West, as shown on the
recorded plat of said subdivision in Plat Book 8, Pages
4 and 5 in the Office of the Chancery Court Clerk of
DeSoto County, Mississippi.

* on or before the 20th day of February, 1975, and one of said monthly in-
stallments 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.
nine per (9%) per annum

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 pay-
able 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 exer-
cise the same in the event of any subsequent default.

Should the Trustee at any time believe said property, in 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 part ies of the first part promptly pay the above stated indebtedness
XX 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 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 signatures S the date written above.
Witness:
[Signatures of Frederick L. Roberts and Linda F. Roberts]

STATE OF TENNESSEE; SHELBY COUNTY
I, the undersigned authority
of said County, the within named
FREDERICK L. ROBERTS and wife, LINDA F. ROBERTS,
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 January 19 75.
[Notary Seal and Signature]
NOTARY PUBLIC

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 9 o'clock
no minutes A. M. 24 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 3 records of REAL ESTATE TRUST DEEDS
of said County,
Witness my hand and seal this 24 day of Jan. 1975.
H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

TENNESSEE
STATE OF MISSISSIPPI }
DeSoto County }
SHELBY

KNOW ALL MEN BY THESE PRESENTS: That FAA Federal Credit Union #9639

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 25th day of February 19 74, made and executed by Sammy M. Dye and

June Brown Dye of _____, to FAA Federal Credit Union #9639

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 55

of the Record of Trust Deeds, on the 25th 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: Floyd R. Ramage, Secy

TENNESSEE
STATE OF MISSISSIPPI }
DeSoto County }
SHELBY

Personally came and appeared before me, the undersigned authority, a Notary Public
in and for County and State aforesaid, Floyd R. Ramage, Treasurer & authorized agent
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 FAA Federal Credit Union #9639.

Given under my hand and seal of office this 17th day of January A. D. 19 75.

John B. Wardlaw
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES JULY 31, 1976

LAWRENCE-GREENWOOD 37244

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Jan.

2.50

Floyd R. Ramage

Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 240 Page 175 This 27 day of March 19 77

Assignment of this Instrument Recorded in Real Estate Book No. 194 Page 302 This the 15 day of Dec 19 76

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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 23rd day of January, 1975, by and between Carl Edward Goodman and wife, Judy Ann Goodman

, 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 P. O. Box 1389, 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 249, Section "B", Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, as shown by the plat recorded in DeSoto Palt, Pages 16 and 17, 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 entirely used to pay the seller all or a part of the purchase price of the property described above.

Together with (1) Furry Gas Water Heater, Model 35-40, Serial # 14848; one (1) General Electric Vent-a-Hood, Model # JV61, Serial #824459; one (1) General Electric Dishwasher, Model # SD280, Serial # 631832; one (1) General Electric Cook Top, Model #JP76, Serial #747122; one (1) General Electric oven, Model #J.C.14, Serial #501078; one (1) General Electric Disposal, Model #FC110, Serial #140141; one (1) Frazier-Johnson Gas Furnace, Model #080CD, Serial #165966; one (1) Frazier-Johnson Air Conditioner, Model #30JL, Serial #166652; 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.

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 and No/100***** Dollars (\$ 31,400.00), with interest from date at the rate of Seven and three fourths (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 Post Office Box 1389

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two hundred twenty five and 14/100***** Dollars (\$ 225.14), 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; 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 Book No. 183 Page 61 This the 29 day of Jan 19 75

A. D. 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 (5) 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 (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. 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) 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 aforesaid 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.

Carl Edward Goodman
Carl Edward Goodman
Judy Ann Goodman
Judy Ann Goodman

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me Rose B. Loftis, the undersigned Notary Public and for the said County, the within named Carl Edward Goodman and Judy Ann Goodman, 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 January, 1975

Rose B. Loftis
NOTARY PUBLIC
My Commission Expires April 28, 1978

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 24 day of Jan, 1975, and that the same has been recorded in Book 183 Page 5 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 24 day of Jan, 1975.

5.00
H. P. Ferguson CLERK

H. S. Ferguson

CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Thomas K. Cleveland,

ET UX

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 23 day of January, 19 75 between Thomas K. Cleveland and wife, Marie Cleveland,

Parties and The Hernando Bank, 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 Seven Thousand Eight Hundred Twenty-seven &

84/100 (\$7,827.84) evidenced by one promissory note of even date bearing 10% interest due after maturity, this note due and repayable in 48 monthly installments of \$163.08, the first installment due March 1, 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 19... or 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 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: All of the agricultural products of every kind that... either as landlord or tenant or otherwise, during the year 19... or the land that... may cultivate, or cause to be cultivated, or landfod or tenant and all... farming implements of every kind and

A tract or parcel of land lying and being situated in the southwest quarter of Section 32, Township 3, Range 7 West, more particularly described as follows: Beginning a point in the east right-of-way line of U. S. Highway 51 opposite Highway Station 95+50 and intersection with the South right-of-way line of a public road known as the Old Belmont Road; thence south 835 feet to the southwest corner of the W. E. Manning, et ux, 5 acre tract; thence east 521.875 feet to the southeast corner of the W. E. Manning, et ux, 5 acre tract, which is the point of beginning of the herein described tract of land; then thence north along the east line of the W. E. Manning, et ux, 5 acre tract 208.75 feet to a stake; thence east 521.875 feet to a stake in the west right-of-way line of the Old Belmont Road; thence south along the west right-of-way line of Old Belmont Road 208.75 feet to a stake; thence west 521.975 feet to the point of beginning, containing 2-1/2 acres, more or less.

The parties of the first part covenant and warrant to pay all the taxes and assessments on said property during the life of this loan and to maintain fire and extended coverage insurance on all buildings and improvements located on the above described property in such amount as the second Party may reasonably require, and in the event of failure to do so, the second party may pay taxes and insurnace premiums and any funds so expended shall be fully secured by this Deed of Trust and shall bear interest at the rate of 10% per annum from the date of expenditure.

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 in or before the 25 day of 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 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. Thomas K. Cleveland Marie A. Cleveland

STATE OF MISSISSIPPI, DeSOTO COUNTY. The undersigned authority Thomas K. Cleveland and wife, Marie Cleveland 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 January 19 75 My Commission Expires Jan. 7, 1978 (SEAL) Elois M. Burke Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me... of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY. 45 A-183 24 8 Jan. 10

250 24 Jan.

H. S. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Sammie M. Dye and wife, June Brown Dye

of the first part, hereinafter designated as the Grantor,

RONALD L. TAYLOR, Trustee, of the second part, hereinafter designated as Trustee, and
FAA FEDERAL CREDIT UNION #9639, Memphis, Tennessee

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 Eight Hundred and no/100----- DOLLARS (\$16,800.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9% 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:

Ninety-six (96) equal monthly payments of \$246.12, beginning on February 20, 1975, and a like amount of the 20th day of each and every succeeding month thereafter, until the entire principal and interest are paid in full.

Grantors reserve the right to prepay the indebtedness before maturity without penalty.

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:

COMMENCING at the southeast corner of Lot 2 of the Rucker & Parson Survey of Dr. S. C. Murphy's Land (Deed Book 1, Page 1) (Town of Horn Lake); thence in the southeasterly direction along the west right-of-way of the Illinois Central Gulf Railroad 657.4 feet to an iron pin, being the point of beginning and the northeast corner of the described tract; thence south 21 degrees-58'-15" east 110.23 feet to an iron pin in the south edge of a gravel road; thence south 85 degrees-45'-00" west 276.37 feet to an iron pin; thence north 04 degrees-45'-00" west 105.00 feet to an iron pin; thence north 85 degrees-45'-00" east 243.73 feet to the point of beginning; containing 0.63 acres more or less. All bearing referenced to magnetic north. As per survey of Ronald R. Williams, P. E. dated March 11, 1974. Located in Section 34, Township 1, Range 8 West, 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 388 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 impose 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 required, the beneficiary, or the owner or holder of the said secured notes, may procure to pay 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 deemed and stand as if they were a part of the principal sum secured hereunder. 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 January 1975.

Sammie M. Dye
SAMMIE M. DYE
June Brown Dye
JUNE BROWN DYE

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 Sammie M. Dye and wife, June Brown Dye

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 17th day of January 1975.

My Commission Expires: April 28, 1978.

Rose B. Loftis
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. 24 day of Jan. 1975, and that the same has been recorded in Book 183 Page 9 records of REAL ESTATE TRUST DEEDS

Witness my hand and official seal this 24 day of Jan. 1975.

5.00

H. P. Ferguson

Part Settled and Consented
 This 5 day of May 1975
 The Hernando Bank
 By H. D. Ferguson
 H. D. Ferguson By F. E. Davis, D. C.
 Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Howard Neal Moore and wife,
 Betty Jo Moore
 To { DEED OF TRUST
 The Hernando Bank

THIS INDENTURE Made this 20th day of January 1975
 between Howard Neal Moore and wife, Betty Jo Moore, Parties
 and The Hernando Bank, Party 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 Eleven Thousand Eight Hundred Seventeen and 60/100 - Dollars (\$11,817.60) evidenced by promissory of even date and like amount due and payable in 60 equal monthly installments of \$196.96, the first installment being due and payable on or before the 1st day of March, 1975 and one installment payable on or before the 1st day of each succeeding month thereafter until the whole of said indebtedness is paid with interest from Maturity at 8% per annum.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975 and the part of the first part having agreed to secure the amount 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 Sam. W. Ballard 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 are on hand, and all the crops of every kind to be grown by and either as landlord or tenant or otherwise during the year 1975 on the land that any culture, or cause to be cultivated, or harvested or raised and all existing implements of every kind and

THE LAND LYING AND BEING SITUATED IN SECTION TWO (2), TOWNSHIP TWO (2), RANGE EIGHT (8), DESOTO COUNTY, MISSISSIPPI:

Lot 149 in Section 8, DeSoto Woods Subdivision as appears on the plat appearing of record in Plat Book 6, Page 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 2, Township 2, Range 8.

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.

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 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 as above stated 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 ies of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature 8 the date written above.
 Witness Howard Neal Moore
Betty Jo Moore

STATE OF MISSISSIPPI, DESOTO COUNTY
 I, Howard Neal Moore and wife, Betty Jo Moore the undersigned authority 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 20th day of January 1975
 My Commission Expires: Jan. 7, 1978 (SEAL)
F. E. Davis Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. 24 day of Jan. 1975 and that the same has been recorded in Book 183 Page 12 of said County.

2.50
24 Jan. 1975
H. D. Ferguson

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 JOE ELI LAUDERDALE (also known as Joe E. Lauderdale) and HAUTENSE S. LAUDERDALE, his wife to George R. Fulton as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 45-46 of Book 54 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 8th day of January, 1975.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

APPROVED

By [Signature]
K. J. Binkley Asst. Vice President

State of New York }
County of New York } ss.

On this 8th day of January, 1975, 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 Asst. 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 Asst. 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]

VIVIAN LATempa
Notary Public, State of New York No. 65-7498120
Qualified in West County
Certificate Filed New York County Clerk
Commission Expires March 30, 1975



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the above instrument was filed for record at 2 o'clock 50 minutes P. M. 24 day of Jan 1975, and that the same has been recorded in Book 183 13 of the STATE TRUST DEEDS

2.50

28 Jan. 1975
[Signature]

14

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

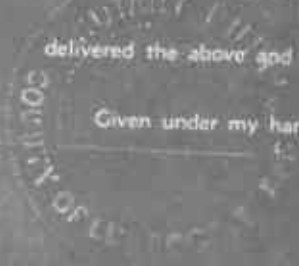
STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That TIME-DC Federal Credit Union
of Lubbock, Texas the beneficiary, does hereby certify that a certain trust deed
bearing date the 28th day of April 19 72, made and executed by Robert L. and Barbara
G. Maxwell of Memphis, Tennessee to TIME-DC Federal Credit
Union
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in 143 Trust Deed Record No. 531
142 on page 274
of the Record of Trust Deeds, on the 15 day of May 1972, 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.

TIME-DC Federal Credit Union
Sue Stewart
Assistant Manager

Texas
STATE OF ~~MISSISSIPPI~~ }
~~DE SOTO~~ County. } ss.
Lubbock

Personally came and appeared before me, the undersigned authority Zay Keeton
in and for County and State aforesaid, Sue Stewart 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 January A. D. 1975

Zay P. Keeton

LAWRENCE-GREYBROOK 87844

STATE OF MISSISSIPPI, DE SOTO COUNTY
I hereby certify that the foregoing instrument was filed for record on 2 of Jan.
no 7 24
183 14
28 Jan.
2.50

RELEASE OF TRUST DEED

KNOW ALL MEN BY THESE PRESENTS:

That Perkins Oil Company of Delaware, a corporation organized and existing under the laws of the State of Delaware, the true and lawful owner and holder of the indebtedness described in Deed of Trust dated September 12, 1962, executed by Farmers Gin Company of Coldwater, Mississippi, and recorded in Trust Deed Book 65, Page No. 404 of the records of DeSoto County, Mississippi and discharges the lien of said Trust Deed.

And said Perkins Oil Company of Delaware for the purpose of completely satisfying and discharging the lien of said Trust Deed does hereby quit-claim unto the said Farmers Gin Company, all of its right, title, and interest in and to the real and personal property located in DeSoto and Tate Counties, Mississippi, as shown in Trust Deed Book 65, Page No. 404 in the Chancery Clerk's office, Hernando, DeSoto County, Mississippi, described as follows:

The East Half (E½) of Lot 302 of the Second 1941 Extension of the Town of Coldwater, Mississippi, as shown by the plat of said Extension on file and of record in Plat Book 2 at Page 11 in the office of the Chancery Clerk of Tate County, Mississippi, in Senatobia, Mississippi, which Plat is entitled "Part 2 of the Second 1941 Extension of the Town of Coldwater, Mississippi, which lot is located in the East Half (E½) of the Southwest Quarter (SW¼) of Section Thirty One (31), Township Four (4), Range Seven (7) West of said County, and is more particularly described as follows:

Beginning at the Northeast Corner of said Lot 302 and run thence South along the West side of Dougherty Street 251.7 feet to the Southeast corner of said Lot 302; thence West along the South boundary line of said Lot 302 a distance of 327.45 feet; run thence in a northerly direction to the north boundary line of said Lot 302 and the south boundary line of Central Avenue; run thence east along the southern boundary line of said Central Avenue, a distance of 325.5 feet to the point of beginning, and being the property described in and conveyed by that certain deed from J. P. George and J. R. Hudson to Farmers Gin Company of Coldwater, Mississippi, dated January 1, 1949, recorded in Deed Book JJ at Page 87 of the records in the office of the Chancery Clerk of said County in Senatobia, Mississippi.

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Together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise thereto appertaining, together with the complete gin plant located thereon, including all buildings, machinery, tools, appliances and equipment now on said land, whether the same shall be deemed personalty or realty, now on said premises or hereafter installed thereon.

ALSO: The following described land in DeSoto County, Mississippi, situated in Section Twenty Five (25), Township Two (2), Range Eight (8), West, in the village of Nesbitt, Mississippi, to-wit:

Beginning at the Northwest corner of the Farrington Lot, sometimes referred to as the "Farrington Lot", which lot is described in the deed from D. E. Wilson to the Nesbitt Gin Company recorded in Deed Book 19 at Page 232 of the records in the office of the Chancery Clerk of said County, from said point of beginning, run thence south 200 feet to a stake; running thence east parallel with the public road running east and west through said section a distance of 200 feet; thence south 10 feet to a stake; thence continuing east 210 feet to a stake; thence north 210 feet to said public road; thence west along the south side of said public road 410 feet to the point of beginning, less and except a part of said tract which was conveyed by Mrs. T. J. Dean to the DeSoto Natural Gas Distract by deed dated July 23, 1951, recorded in Deed Book 38 at Page 377 in the office of said Chancery Clerk. Said land described in this paragraph and conveyed hereby being the property described in the deed from Mrs. Zula B. Dean to the Farmers Gin Company dated January 21, 1954, recorded in Deed Book 40 at Page 245 of the records of DeSoto County, Mississippi.

Together with all tenements, hereditaments and appurtenances thereunto belonging, or in anywise thereto appertaining, together with the complete gin plant located on the tract described in the last preceding paragraph, including all buildings, machinery, tools, appliances and equipment now on said land, whether the same shall be deemed personalty or realty, now on said premises or hereafter installed thereon.

ALSO: That certain lot or parcel of land in the village of Nesbitt, DeSoto County, Mississippi, being Lot No. 5 in Section Twenty Six (26), Township Two (2), Range Eight (8) West, according to the map of said village which is of record in Book 10 at Page 631 of the Land Final Records in the office of the Chancery Clerk of said County, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise thereto appertaining.

PERKINS OIL COMPANY OF DELAWARE

BY: *J. Lee*
PRESIDENT

STATE OF ARKANSAS)
COUNTY OF CRITTENDEN)

On this 21st day of January, 1975, before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned, qualified and acting, personally appeared T. C. Lee, to me personally known, who stated that he is President of Perkins Oil Company of Delaware and was duly authorized in said capacity to execute the foregoing Release of Trust Deed for and in the name and on behalf of said Corporation, and further stated that he had so signed, executed and delivered the foregoing Release of Trust Deed for the considerations, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal the day and year first above written.



Patricia A. Phipps
NOTARY PUBLIC

My Commission Expires:
2-1-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
06 minutes P. M. 24 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 15 Records of REAL ESTATE TRUST DEEDS

of said County,
Subscribed and sworn to before me this 28 day of Jan. 1975.
4.50

H. P. Ferguson

THE 28 DAY OF Feb. 1978

H. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

GARY L. LISCO, ET UX,

To DEED OF TRUST

THE HERNANDO BANK

THIS INDENTURE, Made this 24th day of JANUARY 1975
between GARY L. LISCO and wife, LUCY JANE LISCO,

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 NINETEEN THOUSAND EIGHT HUNDRED EIGHTY

AND NO/100 DOLLARS (\$19,880.00), evidenced by one Promissory Note of even date and like amount herewith, due and payable in eighty-four (84) monthly installments of principal and interest, eighty-three (83) thereof in the amount of TWO HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$236.00), each, and an eighty-fourth

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 part ies of the first part have bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

THE LAND LYING AND BEING SITUATED IN SECTION THIRTEEN (13), TOWNSHIP FOUR (4), RANGE EIGHT (8) WEST, DESOTO COUNTY, MISSISSIPPI:

Lots 335 and 336 in Section C of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Page 18 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 13, Township 4, Range 8 West.

*(84th) and final installment in the amount of TWO HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$292.00), with the first of said monthly installments being due and payable on or before the 20th day of February, 1975, and one of said monthly installments being due and payable on 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.

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.

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

Witness OUR signatures the date written above.
Witness: [Signatures]

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named GARY L. LISCO and wife, LUCY JANE LISCO,

who acknowledge 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 24th day of January 1975.
My Commission Expires May 6, 1978 (SEAL)

By: [Signature] NOTARY PUBLIC
STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me: [Signature] 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,

55 A. 24 183 18 Jan. 11
250 28 Jan.

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

ROBERT M. NEYMAN and wife, RUTHE MAXINE DICKEY NEYMAN,

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 SEVEN THOUSAND THREE HUNDRED THIRTY-NINE AND 68/100 - - - - - DOLLARS (\$ 7,339.68) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

Thirty-Six (36) equal monthly installments of \$203.88 each, beginning on the 1st day of March, 1975, and with a like installment due and payable on the 1st day of each and every successive month thereafter until paid in full, the final installment being due and payable on the 1st day of February, 1978.

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 "B", Lake O' The Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 35-36 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 19, Township 3, Range 9 West, 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 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 a 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 or assessments 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 23 day of Jan January, 1975.

Robert M. Neyman
 Robert M. Neyman
Ruthe Maxine Dickey Neyman
 Ruthe Maxine Dickey Neyman

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 M. NEYMAN and wife, who severally acknowledged that they RUTHE MAXINE DICKEY NEYMAN, 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 23 day of January, 19 75.
 My Commission Expires: Jan. 7, 1978
 (SEAL) *Elois M. Barber*
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 2 o'clock 50 minutes P. M. 24 day of Jan 1975, and that the same has been recorded in Book 183 Page 19 records of REAL ESTATE TRUST DEEDS of said County.

5.00 28 Jan
Ed H. Ferguson

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Partial Release of this Instrument Recorded in
Deed Book TLD Book
No. 185 Page 109
This 18th day of April 1975
[Signature] Clerk

Paid, Satisfied and Cancelled
This 12 day of Dec 1984
The Hernando Bank

DEED OF TRUST LAND

[Signature]

Attest
[Signature] H. R. Garner
[Signature] W. Thompson
THIS INDENTURE, this day made and entered into between

CARTHEL TODD and wife, VERNA LEE TODD,

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 EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 - - - - -DOLLARS (\$ 81,250.00) evidenced by one (1) 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:

Fifty-nine (59) equal monthly installments of \$1,350.00 each, beginning on the 10th day of February, 1975, with a like installment due and payable on the 10th day of each and every successive month thereafter, and a 60th and final installment due and payable on the 10th day of January, 1980; or until paid in full. (amount of the final payment is \$1,600.00)

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:

7-½ Acres in the northwest quarter of Section 17, Township 3, Range 7 described as Beginning at the southwest corner of the northwest quarter of said Section 17; thence north along the west line of said Section 478.5 feet, more or less, to the center of a drainage ditch; thence easterly along the center of said ditch 792 feet, more or less, to the intersection with another drainage ditch; thence southwardly along the center of the second ditch 511.5 feet, more or less, to the intersection with the south line of said quarter section; thence westwardly along said line 660 feet, more or less, to the point of beginning and containing 7.5 acres, more or less.

(Property Description continued on next page.)

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PROPERTY DESCRIPTION (Continued)

30 Acres, more or less, being the extreme Eastern portions of Tracts I and II (combined), in Section 23, Township 3 South, Range 7 West, DeSoto County, Mississippi.

TRACT I - The South 60 acres of the Northwest Quarter including part of Southwest Quarter of Section 23, Township 3, Range 7, and known as the South 60 acres, more or less, of the R. L. Redding tract of said Section, and being balance of said Quarter Section and any additional acreage in the Southwest Quarter of said Section 23, and without Warranty as to over or under acreage. Being all lands owned by grantor located in Section 23, Township 3, Range 7 West, DeSoto County, Mississippi.

TRACT II - Beginning at northwest corner Section 23, Township 3, Range 7 West; thence east along north line said Section 2600 feet, more or less, to west right of way of Johnston Road; thence south along said road right of way 1776 feet, more or less, to a point, thence west and parallel to north line said section 2600 feet more or less, to west line said section; thence north along said West section line 1776 feet, more or less, to the point of beginning. This description is intended to describe the north 106 acres of northwest quarter Section 23, Township 3, Range 7 West.

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 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.

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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 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 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 23 day of Jan. 1975.

Carthel Todd
Carthel Todd
Verna Lee Todd
Verna Lee Todd

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 CARTHEL TODD and wife,
VERNA LEE TODD, 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 23 day of January, 1975.

My Commission Expires: Jan. 7, 1978

Elvis M. Barber
Notary Public

(SEAL)

50 7. 24 22 Jan. 2
183 28 Jan.
5.00

For value received, I hereby release from this trust deed that 8.33 acres as described in warranty deed to William H. Hill et ux recorded in Book 129 page 668 of the records of DeSoto County Miss. Witness my signature this 3rd day of June 1977
 Attest: W. D. Ferguson, Clerk
 J. P. Flinn, Jr.

W. D. Woodfolk, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Charlie Hill, et ux,
 Grantors
 To { DEED OF TRUST
 William F. Hagan, Trustee
 For T.P. Flinn, Jr.,
 Beneficiary

THIS INDENTURE, Made this 21st day of December 1974
 between Charlie Hill and wife, Cernelia Hill, parties
 of the first part,
 and T.P. Flinn, Jr., party
 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 four hundred fifty dollars (\$3,450.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from December 21st, 1974, due and payable on December 21, 1976. Interest payable annually.

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 Five hundred fifty Dollars (\$550.00) 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:

The East Half (E-1/2) of the Southwest Quarter (SW-1/4) of Section 7, Township 2, Range 7 West, except 5 acres off the Northeast corner of said quarter section.

It is 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 date 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 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, his assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
 Witness: *Loye G. Davis*
 Charlie Hill
 Cernelia Hill

STATE OF MISSISSIPPI, DeSOTO COUNTY.
 Personally appeared before me, the undersigned authority of said County, the within named Charlie Hill and wife, Cernelia Hill 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 24th day of January 1975
 My COMMISSION EXPIRES: (SEAL) 8/1/76
 By: *Loye G. Davis* 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 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 and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
 I certify that the instrument was filed for record at 2 o'clock 15 minutes P. 24 Jan 1975 and that the same has been recorded in Book 183 25

2.50
 28
 Jan paid, Satisfied and Cancelled
 This 16th day of July 1982
 W. D. Ferguson
 Attest
 W. D. Ferguson
 Chancery Clerk
 By: F. E. Davis
 D.C.

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the County of DeSoto, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the County of DeSoto, Mississippi, to-wit:

Lots 981, 982, 983, and 984, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, at Page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 16th day of January, A. D. 1975.



BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W.S. Weems

W. S. Weems, Senior 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, W. S. Weems, personally known to me to be a Senior Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 16th day of January, A. D., 1975.



Carrie H. Sells
NOTARY PUBLIC

Commission Expires: Aug. 13, 1978

45 A. 24 10
183 26 Jan.
28 Jan.
2-50

Paid, Satisfied and Cancelled

This 13th day of July 1976

27

William F. Hagan
Trustee

Attest

[Handwritten signatures and initials]

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

RANDALL E. HUTSON and wife, MARGARET HUTSON,

of the first part, hereinafter designated as the Grantor,

William F. Hagan, *R.H. M.H.* Trustee, of the second part, hereinafter designated as Trustee, and

WALTER LEROY DAVIS, JR. and wife, MARY JEANETTE DAVIS,
Or Survivor
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
SEVENTY-FIVE THOUSAND TWENTY-THREE AND 20/100- - - - - DOLLARS
(\$75,023.20) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 8.0 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:

Twelve (12) equal monthly payments of \$350.00 each, beginning on the 1st day of February, 1975, with a like payment being due and payable on the 1st day of each and every successive month thereafter, the twelfth payment being due and payable on the 1st day of January, 1976; and,

One (1) lump sum payment of Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00) being due and payable on the 1st day of April, 1975; and,

One Hundred Eighty (180) equal monthly payments of \$361.24 each, beginning on the 1st day of February, 1976, with a like payment due on the 1st day of each and every successive month thereafter, the final payment being due and payable on the 1st day of January, 1991, or until paid in full. The said 180 monthly installments consist of principal and interest at the rate of 8 $\frac{1}{2}$ per annum. *R.H. M.H.*

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.)

28

8.6 Acres, more or less, located in the West Half of the Southeast Quarter of Section 14, Township 3, Range 9 West, DeSoto County, Mississippi, and more particularly described as follows:

BEGINNING in the Southwest Corner of the Southeast Quarter of said Section 14; thence North along the West line of said Southeast Quarter 641 feet to a point; thence in a direction to the South and East 987 feet to a point which is 150 feet North and 750 feet East of the said Southwest Corner of the said Southeast Quarter Section; thence South 150 feet to a point in the South line of said section; thence West along the South line of said section 750 feet to the Point of Beginning; being a part of the 80-acre tract conveyed to Walter Leroy Davis, Jr., et ux in deed recorded in Warranty Deed Book 109, Page 375 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 proper 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 27 day of Jan 1975.

Randall E. Hutson
 Randall E. Hutson
Margaret Hutson
 Margaret Hutson

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 RANDALL E. HUTSON and wife, MARGARET HUTSON, 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 January, 19 75.
 My Commission Expires: 3-11-76
Jay L. Davis
 Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 50 minutes P. M. 27 day of Jan. 1975, and that the same has been

5-00

28 Jan.
H. P. Ferguson

30

RECORDED BY AUTHORITY RECORDED IN 2002
PAGE 572
THIS 851 84 DAY OF November 1985
7d. H. Ferguson
CHANCERY CLERK
By K15

219630-11

FORM NO. 1881 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

WHEREAS,

Harvey G. Ferguson, Jr. and Deanna D. Ferguson

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

Thirty Two 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 2000

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

Harvey G. Ferguson, Jr., and wife, Deanna D. Ferguson

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

Five (5) 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 the North Half of Lot No. 1 of the "Division of
Wheeler Farms", as the same is shown on Subdivision Plat prepared August,
1972 by Billy D. Gray, Engineer, and of record in Plat Book 10, Page 28
et seq. in the Chancery Court Clerk's Office, DeSoto County, Mississippi,
and with said 5 acres being more particularly described by metes and bounds
as follows, to-wit:

Beginning at the Northeast corner of the Southeast Quarter of said Section
Twelve (12); thence South 86 degrees 15 minutes West along the North line
of Lot 1 of Wheeler Farms, 847.07 feet to the East right of way of U. S.
Highway No. 51; thence South 9 degrees 23 minutes West along said right of
way 256.7 feet to a point; thence North 86 degrees 15 minutes East 905.16
feet to a point in the East line of said Lot No. 1; thence North 5 degrees
20 minutes West along said East line 249 feet to the point of beginning,
and containing 5 acres, and as said lands are shown by Survey Plat of J. E.
Lauderdale, Civil Engineer, dated July 31, 1974.

Said 5 acres are part of the lands conveyed to Harvey G. Ferguson, Jr. and
wife, Deanna D. Ferguson by Warranty Deed from Milton M. Wheeler, et al,
dated October 4, 1972, and of record in Book 98, page 629, of the Deed

Records of DeSoto County, Mississippi.

The foregoing description is attached to and made a part of that certain
mortgage executed by Harvey G. Ferguson, Jr.,
et al., dated January 21, 1975, as security for an indebtedness
to The Federal Land Bank of New Orleans in the amount of \$ 32,000.00.

James P. Ferguson, Jr. Deanna D. Ferguson
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, OR SECRETARY, OR (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 982, 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 21 DAY OF January 1975

Harvey G. Ferguson, Jr.
Harvey G. Ferguson, Jr.
Deanna D. Ferguson
Deanna D. Ferguson

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

Harvey G. Ferguson, Jr. and wife, Deanna D. Ferguson

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 27th DAY OF January 1975

(SEAL)
MY COMMISSION EXPIRES January 5, 1976

Richard Davis
Richard Davis
Circuit Court Clerk
OFFICIAL CAPACITY
By Linda Leaves, Deputy
Linda Leaves, Deputy

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 45 minutes P. 27 day of Jan. 1975, and that the same has been recorded in Book 183 Page 30 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 28 day of Jan. 1975.

Fee 5.00

H. P. Ferguson
H. P. Ferguson

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 195 Page 659
This the 5 day of February 1976

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 186 Page 357
This the 1 day of June 1975

Assignment of this instrument Recorded in
Real Estate T 1 D Book
No. 185 Page 2
This the 15 day of April 1975

FOR REAL ESTATE DEEDS OR NOTES

H. D. Ferguson Clerk
CARLTON W. BROWN, ET UX

H. D. Ferguson Clerk

To { DEED OF TRUST
BETTY JO COLEMAN, ET AL

THIS INDENTURE Made this 24th day of January 1975
between Carlton W. Brown and wife, Anne A. Brown
and Betty Jo Coleman, Joseph S. Brown and Ruth H. Brown

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 Twenty-Five Thousand Dollars (\$25,000.00)

evidenced by a promissory note of even date, bearing 8% interest due and repayable in 1 annual
installment of \$1,666.00 plus accrued interest due Jan. 25, 1976 and the balance of \$23,334.00
due in 168 equal monthly installments of \$231.33 each, first of said installments shall be
due February 25, 1976 and one installment due each month thereafter until paid in full with
each installment to be applied first toward accrued interest and the balance to the reduction
of principal

and any further amount that the party of the second part may be liable for during the year 1975 and to make
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies
paid by George S. McIngvale 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
products of every kind that grow on the land and all the crops of every kind to be grown by the party of the second part
lands, or any lands working with or under the land during the year 1975 on the land that
may cultivate, or cause to be cultivated, as hereinafter described, all the farming implements of every kind and

Lots 271 and 272, Section B, Lake of the Hills Subdivision in Section 19, Township 3,
Range 9, as shown on the recorded plat of said subdivision in Plat Book 2, Pages 35-36
in the office of the Chancery Clerk 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, 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 part ies of the first part promptly pay the above stated indebtedness
on or before the maturity date thereof, 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 hereon; 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, 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
Carlton W. Brown
Anne A. Brown

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named
Carlton W. Brown and wife, Anne A. 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 24th day of January, 1975
My Commission Expires: 5-7-78 (SEAL) Notary Public Clerk
By: _____ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, _____ of said County, this day personally appeared the above named
Carlton W. Brown and wife, Anne A. Brown
deponent and with 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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. 27 day of Jan. 1975, and that the same has been
recorded in Plat 183 Page 33 of said COUNTY TRUST DEEDS.

Witness my hand and official seal this 28 day of Jan. 1975.

2.50
H. D. Ferguson

Assignment of this instrument Recorded in
Real Estate T 1 D
No. 195 Page 660
This the 5 day of Feb 1976
H. D. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate T 1 D
No. 195 Page 661
This the 5 day of Feb 1976
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
196 PAGE 512
THIS 26 DAY OF Feb 1976
H. D. Ferguson
CHANCERY CLERK

34

CANCELLED BY AUTHORITY RECORDED IN BOOK
1977 PAGE 591
THIS 26 DAY OF March 1976
H. S. [Signature]
CHANCERY CLERK

(2)
FOR REAL ESTATE, CHATTEL OR BOTH

Carlton W. Brown, et ux
To DEED OF TRUST
W. I. LaRue

THIS INDENTURE, Made this 24th day of January 19 75
between Carlton W. Brown and wife, Anne E. Brown

and W. I. LaRue 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 to the sum of One Thousand Dollars (\$1,000.00) evidenced by a promissory note of even date, bearing 8% interest, due and repayable on or before July 24, 1975

and any further income that the party of the second part may derive from the party of the first part during the year 1975... 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 by 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: All of the agricultural products of every kind that... may cultivate, or cause to be cultivated, or harvested or treated and all... farming implements of every kind and

Lots 271 and 272, Section B, Lake of the Hills Subdivision in Section 19, Township 3, Range 9, as shown on the recorded plat of said subdivision in Plat Book 2, Pages 35-36 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, undesignated 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 24th 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 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, 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.
Carlton W. Brown
Anne E. Brown

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Carlton W. Brown and wife, Anne A. Brown 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 24th day of January 19 75
(SEAL) Rebecca Hill Clerk
My Commission Expires: 5-1-78 By Notary Public 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,

40 A. 183 27 34 Jan. 9
28
2.50 Jan

ORDER TO CANCEL DEED OF TRUST

WHEREAS, by that certain deed of trust bearing date June 15, 1965, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Real Estate Trust Deed Book 83, Page 413, made and executed by Morgan B. McGee and wife, Mavis A. McGee, conveyed to Bruce Payne, Trustee, the real estate in said deed of trust described for the purpose of securing an indebtedness owed to Sara Sparr-Taylor, Christine Sparr Agee, Martha Sparr Gary and Kathryn Sparr Adams, beneficiaries; and

WHEREAS, said indebtedness is now fully paid and satisfied.

NOW, THEREFORE, the undersigned beneficiaries do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi, 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.

IN WITNESS WHEREOF, we have set our hands hereto on this the 27 day of December, 1974.

Sara Sparr Taylor
Sara Sparr Taylor
Christine Sparr Agee
Christine Sparr Agee
Martha Sparr Gary
Martha Sparr Gary
Kathryn Sparr Adams
Kathryn Sparr Adams

STATE OF Miss
COUNTY OF Hell

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Sara Sparr Taylor, Christine Sparr Agee, Martha Sparr Gary and Kathryn Sparr Adams, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27 day of December, 1974.

My Commission expires:

My Commission Expires April 21, 1975

James W. Brown
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. on 27 day of Jan. 1975, and that the same has been recorded in Book 183 Page 35 of the REAL ESTATE TRUST DEEDS

2-50

28 Jan. 1975
H. C. Ferguson

Release of Deed of Trust

+++++

To The Chancery Clerk of ^{DeSoto} ~~Tate~~ 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 Ira Lee Simmons and Gracie Lee Simmons for the benefit of Senatobia Bank dated the 17th day of August 19 74 and recorded in Mortgage Record Book No. 178 Page 487 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 25th day of January A. D. 19 75.

Senatobia Bank
By Walter L. Hyde
Vice President, Walter L. Hyde

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me Cecille B. Meek, Notary Public

in and for said County and State, the above named Walter L. Hyde, Vice President of the Senatobia Bank who acknowledged that he signed, sealed and delivered the foregoing instrument as ~~his~~ his voluntary act and deed. of said bank.

Witness my hand and official seal this 25th day of January A. D. 19 75.



Cecille B Meek
Notary Public.

My Commission Expires: Jan. 29, 1975

STATE OF MISSISSIPPI, TO COUNTY
30 A. 27 183 36 Jan. 11

28 Jan

250

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 17 day of December 1973, made and executed by Walter Leroy Davis, Jr.
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. 169 on page 298
of the Record of Trust Deeds, on the 18 day of December, A. D. 1973, is now fully paid
The Hernando Bank does
and satisfied; and ~~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 27 day of January, 1975.

The Hernando Bank

[Signature]
President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority,
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 27 day of January A. D. 1975

My Commission Expires May 7, 1977

[Signature]
Notary Public

LAWRENCE-GREENWOOD 42844

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the 15 minutes 7 day of 27 Jan. 1975, and that the same has been
recorded in book 183 page 37 of the RECORD OF REAL ESTATE TRUST DEEDS

2.50

28 Jan. 1975
[Signature]

THIS 11 DAY OF July 1979

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Thomas P. Bing and wife Minnie L. Bing

Grantors:

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: \$ 5256.00 Finance Charge: \$ 1358.67 Amount Financed: \$ 3897.33 Number of Monthly

Instalments: 36 First Instalment Due Date: 2/17/75 1975 Annual Percentage Rate (Agreed Rate of Charge) 20.5%

This Deed of Trust, made this 17th day of January 1975, witnesseth that Grantors named above are indebted to Lender named above on a certain Note even day of 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:

Land located in Section 20, Township 2, Range 6, DeSoto County, Mississippi:

Lot 9 of Allison Subdivision, Section B, found in Plat Book 7 Page 42 of the Chancery Court Clerk's Office of said County and State to which recorded plat reference is hereby made for a more particular description.

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.

Parties responsible for taxes: Thomas P. Bing *Thomas P. Bing* SIGN HERE
1297 Carla Cove

STATE OF MISSISSIPPI Southaven, Ms. 38971 *Minnie Laura Bing* SIGN HERE
COUNTY OF Desoto SS.

Personally appeared before me, the undersigned authority, the within named

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 17th day of January 1975

My commission expires December 28, 1978 *T.A. Clever* NOTARY PUBLIC

This instrument was prepared by *B. Thompson* of Dial Finance

Company of Mississippi 6125 Mill Branch Southaven, Mississippi.

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A. 27
183 38 Jan.
2.50 28 Jan.
11

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 Burley F. Abernathy and wife, Jo Ann B. Abernathy to W. D. Baker, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 315 of Book 141 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 27th day of November, 1974.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By [Signature]
W. B. Penn Vice President

APPROVED

State of New York
County of New York

On this 27th day of November, 1974, before me a Notary Public in and for the County and State, personally came W. B. Penn 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]

WYMAN LATHAM
Notary Public, State of New York No. 03783123
Qualified in DeSoto County
Certificate Filed New York County Clerk
Commission Expires March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 27 day of Jan. 1975, and that the same has been recorded in Book 183 Page 39 of said County of DEAL ESTATE TRUST DEEDS

28 Jan 1975

[Signature]

250

RELEASE OF DEED OF TRUST

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,

County of Marshall *D.S. to*

To the Chancery Clerk of Marshall 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 Homer Cummings, Jr. for the benefit of Citizens Bank

dated the 29th day of March, 19 73, and recorded in Mortgage Record Book No. 156, Page 452 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 22nd day of January, A. D., 19 75.

Citizens Bank

By *Lyn J. Hasty*

State of Mississippi

Marshall County

Personally appeared before me _____ a Notary Public

_____, in and for said county and state, the above named Lyn J. Hasty, who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 22nd day of January, 19 75.



Lyn J. Hasty Notary Public.

STATE OF MISSISSIPPI, County of Marshall
no 10 A. 183 27 40 Jan. 11 block
2.50 28 Jan.

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 Orma L. Henders and wife, Mary E. Henders, and Orma L. Henders, Jr. and wife, Madeline C. Henders to George R. Fulton, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 103, of Book 79 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 2nd day of January, 1975.

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 2nd day of January, 1975, 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 Asst. 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 Asst. 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]

Notary Public, State of New York No. 03703120
Qualified in Ulster County
Certificate Filed New York County Clerk
Commission Expires March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 27 day of Jan. 1975, and that the same has been recorded in Book 183 Page 41 of the Records of REAL ESTATE TRUST DEEDS of said County.

2.50

27 Jan. 1975
[Signature]

DEED OF TRUST

335 PAGE 382
THIS 9 DAY OF April 19 85
H.D. Ferguson
CHANCERY CLERK

THIS INDENTURE, this day made and entered into between
Isiah Tate A/K/A Isiah Tate Dennis, and Wife, Louise Dennis.

hereinafter designated as the GRANTOR: Dennis Massey
Trustee, hereinafter designated as TRUSTEE: and Gulf Finance Corp. of Senatobia, Miss.
hereinafter designated as Beneficiary.

WITNESSETH: THAT WHEREAS, Grantor is indebted to the Beneficiary in the full sum of \$ 4158.00 evidenced by a promissory note of even date herewith payable to the order of Beneficiary in said amount bearing interest after maturity at the rate of 6% per annum, providing for the payment of attorneys' fees in case of default, being payable in 42 monthly installments in the amount of \$ 99.00 each with the first installment being due on the 1st day of March, 1975, and with successive installments being due and payable on the same day in each month thereafter until paid in full and which note authorizes the acceleration of the indebtedness if any installment be not paid when due.

The indebtedness secured hereby and evidenced by the said note arises out of a loan of even date herewith made at an annual percentage rate of 22.06 and which loan, before addition of precomputed charges was in the amount of \$ 1275.76.

NOW THEREFORE, Grantor being desirous of securing payment of said indebtedness when due does hereby convey and warrant to the said Trustee the following described property situated in the County of Desoto and State of Mississippi, to-wit:

The South II 133 ft. of the East Half of Lot 351 in the Town of Hernando, Miss. on Section 13, Township 3, Range 8 West, as shown by the official map of said town on file in the office of the Chancery Clerk of said Desoto County, Mississippi, and being a part of the land conveyed by Odessa Burmus to Albirdis Tate by Warranty Deed of date, September 1, 1953, of record in Book 40, Page 88, of the deed records of Desoto County, Mississippi.

It is agreed and understood that the said grantor will pay all taxes and other liens on said property as same falls due, and will effect and maintain insurance on the building on said property in the sum of not less than the amount of the indebtedness secured hereby, with loss payable clause in favor of the said legal holder of said notes as his interest may appear, failing in which, the said payee or legal holder of said note may, at his option, effect and maintain such insurance, pay all past due taxes and/or other prior liens, and any sum of money so paid out by him on insurance, taxes or past due liens that prime this instrument, shall become and be a part of the indebtedness herein secured, and may be declared immediately due and become a default hereunder the same as though it was the principal indebtedness.

IN TRUST, if at any time any part of said indebtedness or any interest thereon shall be past due and unpaid, or other default made, the said holder may declare all of said indebtedness secured hereby immediately due, and the said Trustee, shall, on demand of the said legal holder of said notes, proceed to sell said property on any secular day, at the Court House door of Desoto County, Mississippi, at public outcry to the highest bidder for cash, within legal hours, after giving notice of the time, place and terms of sale as provided by law, and out of the proceeds of said sale said Trustee shall first pay all expenses of conducting the sale and of executing the trust herein, next the amount of indebtedness remaining unpaid, whether or not all be then due, and the balance of the proceeds, if any, shall be paid to the undersigned. The Trustee herein shall have the option of selling personal property covered hereby at the Court House door as set out herein or at the location of said personal property and also the option of obtaining possession of such personalty after default hereunder either before or after proceeding with and/or consummation of sale hereunder.

It is hereby agreed that the said legal owner or holder of said note may, at his pleasure, appoint in writing another Trustee in the place of the one herein named or for any substitute Trustee, and who, when so appointed, shall have all the powers and duties as are conferred upon the Trustee herein named.

It is agreed by the Grantor that this deed of trust is to secure the payment of any and all other indebtednesses of the Grantor, which indebtednesses are guaranteed by the beneficiary, that now exist or that might arise during the ensuing five years from the date hereof.

Witness their signature^s this 17th day of January, A. D. 19 75

Isiah Tate Dennis Louise Tate Dennis
Isiah Tate Dennis Louise Tate Dennis

STATE OF MISSISSIPPI COUNTY OF

Before me the undersigned authority in and for above said county and state, this day personally appeared Isiah Tate Dennis & Louise Tate Dennis who in my presence acknowledged that they signed and delivered the above and foregoing instrument on the day, month and year therein shown as their own act and deed and for all purposes therein stated.

Witness my signature and the seal of my office on this the 17th day of



Belinda Moore (Herd)
Notary Public
County, Miss.
My Commission Expires:

My Commission Expires Nov. 12, 1975

no A. 27 Jan.
183 42
27 Jan.

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Patsy Woods

parties of the first part, are justly indebted unto Money Mart, Inc. of Olive Branch, Miss. party of the second part, in the sum of Three Hundred Thirty Nine and 81/100'S ----- DOLLARS

is 339.81) as evidenced by a promissory note, dated 16th day of December, 1975,
1@27.81

and due and payable in 13 installments of \$12@26.00 each beginning January 20, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirable 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, _____ hereby sell, convey, and warrant unto Jim Amos of Olive Branch, Miss. as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

Lot 3, in Murray Hill Subdivision on Section 28, Township 1, Range 6 West, as shown by the plat thereof record in Plat Book 1, page 16 in the office of The Chancery Clerk of said County prepared by R.L. Copper, filed April 8, 1954, recorded on the 9th of February, 1960.

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 1 signature(s), this the 16 day of Dec, 1974
WITNESSES:
Jan Sullivan Patsy Woods

STATE OF MISSISSIPPI
County Of D-5070

Personally appeared before me the undersigned authority in and for the above named county and state, the within named Patsy Woods, who acknowledged before me that she signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as her own act and deed.

Given unto my hand and official seal, this the 16 day of Dec, 1974.

MY COMMISSION EXPIRES: 7/23/77

Jan 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, depose 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.

Sworn to and subscribed before me this the _____ day of _____, 19 _____

MY COMMISSION EXPIRES:

NOTARY PUBLIC

STATE OF MISSISSIPPI, DEPT. OF REVENUE
I certify that the above instrument was filed for record on 11 of Dec 1974 at 11 o'clock
no. A. 183 27 43 Jan.
3-00 27 Jan.
H. P. Ferguson

H. S. Ferguson CHANCERY CLERK

45

DEED OF TRUST

Major Cowan and Sylvia Cowan to CITIZENS BANK, Byhalia, Miss.

In consideration of \$10.00 in hand paid... convey and warrant to D. ROOK MOORE III, Trustee, the following described property in DeSoto County, State of Mississippi, to-wit:

The lands situated in DeSoto County, Mississippi, on Section Twenty-eight, Township One, Range Five; described as beginning at the southwest corner of the twenty acre tract owned by Beatrice Crutcher Dodson, described in Deed Book 32 page 385 of the Deed Records of said county, thence west 140 yards to a stake, thence north 175 yards to a stake, thence east 140 yards to a stake, thence south 175 yards to the beginning.

In trust for the following purposes:

I. (A) To secure the payment of the following promissory note or notes in favor of CITIZENS BANK, Byhalia, Miss., dated even herewith and due as follows: Our note in the amount of \$1,113.48 due and payable to the Citizens Bank, Byhalia, Mississippi on July 25, 1976. This note to be paid in 18 monthly installments of \$61.86 and the first installment to begin February 25, 1975. Failure to pay any installment as and when due shall, at the option of the holder, mature the entire indebtedness. Bearing interest at the rate of 6 per centum per annum from maturity together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank 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 any amount paid out or contracted to be paid by the said bank or 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 of 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 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 collateral held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collateral be placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein, or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in 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, then 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 and said Trustee shall take possession of said property and sell the same, or a sufficiency 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 day fixed by law for 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, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made 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 reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. 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 Land Deed of Trust Book ___ page ___ of the Chancery records of Marshall County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness OUR signature S this the 24th day of January, 1975.

Major Cowan Sylvia Cowan Sylvia Cowan



STATE OF MISSISSIPPI, COUNTY OF MARSHALL } ss.

Personally appeared before me the undersigned authority in and for said County and State, the above named Major Cowan and Sylvia Cowan who acknowledged that they signed and delivered the foregoing Deed of Trust on the date named.

Given under my hand and seal of office this 24th day of January, 1975. Notary Public.

SEAL My Commission Expires: My Commission Expires Aug. 22, 1973

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the foregoing instrument was filed for record at 11 o'clock on January 27, 1975, and that the same has been recorded in Deed Book 183 page 45 of the State Trust Deeds.

H. S. Ferguson

250

2.50 333120

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 Real Property Agreement executed by Leroy Jackson and Lora M Jackson to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 354 of Book Number 140 of the Record of Deeds or Deeds of Trust in your office.

This 20 day of January, 1975.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie Jordan Operations Officer

STATE OF TENNESSEE)
SHELBY COUNTY) SS

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 20 day of January, AD, 19 75.

Notary Public seal and signature of the Notary Public.

Handwritten notes at the bottom of the page including 'no', 'A. 183', '27 46 Jan.', '28 Jan.', and '2.50'.

Paid, Satisfied and Cancelled

This 3rd day of Feb 1983

47

DeSoto Title Co., Inc. Trustee

George M. Inguale

Attest: H. B. Ferguson
Chancery Clerk

B. W. McLean O.C.

DEED OF TRUST

This indenture made this 23rd day of January, 1975, between
Charles Feraci and wife, Angela Feraci

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 \$ 6,000.00,
evidenced by one promissory note of even date due and repayable in 96 equal monthly installments
of \$ 92.50, ~~and one installment of \$XXXXXXXXXX~~, the first installment due the 15th 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 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 300 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.

This deed of trust is a renewal and extension of the Deed of Trust recorded in Trust
Deed Book 178, page 636 in the office of the Chancery Clerk of DeSoto County, Miss.
Witness our signatures this the date written above.

Charles Feraci
Angela Feraci

Charles Feraci
Angela Feraci
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within
named Charles Feraci and wife, Angela Feraci, 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 23rd day of January, 1975.

Jane H. Zachary
Notary Public

My commission expires:

My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the 11 in instrument was filed for record at 11 o'clock
no minutes A. M. 27 day of Jan. 1975, and that the same has been
recorded in Book 183 page 41 of the records of REAL ESTATE TRUST DEEDS
of said County.

28 Jan. 1975.

253
H. B. Ferguson

48

Assignment of this instrument recorded in
No. 9779 day of March 1975
This the 20 day of January 1975
H. D. Ferguson, Clerk

Paid, Satisfied and Cancelled
This 42 day of Jan 1975
W. H. Ferguson
Attest
H. D. Ferguson
Chancery Clerk

DEED OF TRUST

This indenture made this 20 day of January, 19 75, between Willis A. Hinson and wife, Mary C. Hinson 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 60 equal monthly installments of \$ 100.38, the first installment due the 1st day of February, 19 75, 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 29 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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 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.

Willis A. Hinson
Mary C. Hinson
Grantors

STATE OF TENNESSEE) Utah
COUNTY OF SHELBY) Davis

Personally appeared before me, the undersigned authority of said County and State, the within named Willis A. Hinson and wife, Mary C. Hinson, 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 20 day of January, 1975.

Lewis M. Gore
Notary Public

My commission expires:

Federal Emigrants Credit Union
My commission expires April 14, 1975



STATE OF MISSISSIPPI, DeSoto County
I hereby certify that this instrument was recorded at 11 o'clock
on 27 day of Jan 1975 at 183 and 48 in the office of the Clerk of the Court.

2.50

28

Jan.

H. H. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 23rd day of January, 1975, between AUBREY M. RILEY, III, and wife, SUSAN KATHLEEN RILEY, Party of the First Part, and E. J. BRINKMAN and wife, MYRA BRINKMAN, 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 SIX HUNDRED FIFTY and NO/100 DOLLARS (\$1,650.00) with no interest, due and payable ten (10) years 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 9, Section A, in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, 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 121, Page 227, 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.

Aubrey M. Riley, III

Susan Kathleen Riley

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Aubrey M. Riley, III, and Susan Kathleen Riley, 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 23rd day of January, 1975.

My Commission expires:

Notary Public

My Commission Expires Feb. 19, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the foregoing instrument was filed for record at 2 o'clock 15 minutes P. 193 27 49 Jan. 1975, and that the same has been recorded in Book 121, Page 227 of the PUBLIC TRUST DEEDS.

28

Jan.

H. H. Ferguson

50

CANCELLED BY AUTHORITY RECORDED IN BOOK
200 PAGE 528
THIS 1st DAY OF June 1976
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

WILLIAM LANEY FUNDERBURK,
GRANTOR

To { DEED OF TRUST
R. P. FUNDERBURK, JR.,
BENEFICIARY

THIS INDENTURE, Made this 15th day of January 19 75
between William Laney Funderburk

and R. P. Funderburk, Jr. 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 Eighteen Thousand Dollars evidenced by three promissory notes of even date, bearing interest as provided in the notes due on January 15 in the years 1976, 1977 and 1978.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975 or 1976...
Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part
paid by Joel P. Walker, 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 are now on the land, and all the crops of every kind to be grown by and
family, or any hands working with or under the said landlock or devent as otherwise during the year 1975, or the land that
may be cultivated, or may to be cultivated, as heretofore or hereafter, and all the farming implements of every kind and

Part of Lot 2 in Block 8 as shown by the St. George Richardson Map of the Town of Olive Branch, dated October, 1937, in Section 34, Township 1, Range 6, more particularly described as follows: BEGIN at the northwest corner of Lot 2 as shown by said Map of the Town of Olive Branch; thence east on the south line of Mt. Pleasant Street 75.94 feet to the west line of the Henley lot; thence in a southerly direction with the west line of the Henley lot 53 feet to a corner; thence west 23.94 feet to a corner; thence south 9 feet to the north line of Lot 1; thence west with the north line of Lot One 51.3 feet to the southwest corner of Lot 2; thence north 56.5 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 Y of the first part promptly pay the above stated indebtedness on or before the 15th day of January 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 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, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. *William Laney Funderburk*
Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named William Laney Funderburk 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 27th day of January 19 75
(SEAL) *Kathryn A. Goodwin* By 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,

55 A. 183 28 50 Jan 8
28 Jan.
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DAVID H. VANDERBURG,
GRANTOR

To { DEED OF TRUST
R. P. FUNDERBURK, JR.
BENEFICIARY

THIS INDENTURE, Made this 15th day of January 19 75
between David H. Vanderburg

of the first part,
and R. P. Funderburk, Jr. 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 Eighteen Thousand Dollars (\$18,000.00)

evidenced by three promissory notes of even date, bearing interest as provided in the notes due on January 15 in the years 1976, 1977 and 1978.

and may further warrant that the party of the second part may furnish the party of the first part during the year 1975...
Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Joel P. Walker 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...

Lot 1 in Block 6 in the Town of Olive Branch as shown by the map of said town prepared by St. George Richardson dated October, 1937 more particularly described as the parcel known as the Harraway Building and lot further described as BEGINNING at the Southwest corner of the lot on which Mrs. Maggie S. Schwam store building was located; thence Northeast parallel with said lot 28.1 feet to a stake; thence East 67 feet to a stake; thence South 73.5 feet to a stake in the North line of Mt. Pleasant Street; thence West with said street 60 feet to the intersection of Bankhead Highway; thence Northwest 66.6 feet to the beginning, being located in the Southwest Quarter of Section 27, Township 1, Range 6, and being the same land conveyed by W. H. Flowers to R. P. Funderburk, Jr. by deed in Book 43, Page 491.

Should the Trustee at any time believe said property, or any part thereof, session of said property and sell the same as herein below directed. Should the on or before the 15th day of January 19 78, when this instrument to be sold; 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 1 his assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness MY signature the date written above. David H. Vanderburg
Witness _____

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named David H. Vanderburg

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 15th day of January 19 75
(SEAL) Christina B. Jones CHIEF
Hesterly Cobble CLERK
MY COMMISSION EXPIRES MAY 19, 1976

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 8 o'clock 55 minutes A.M. 28 day of Jan 1975, and that the same has been recorded in Book 183 Page 07 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 28 day of Jan 1975.

d-50
H. P. Ferguson
Paid, Satisfied and Cancelled
This 13 day of April 19 78
AB [Signature]
Attest
H. P. Ferguson
Chancery Clerk
W. W. McCarroll, D.C.

This 26 day of August 19 89

R.P. Funderburk III

Attest

Chancery Clerk of D.C. W. M. Walker, Jr.

STATE, CHATTEL OR BOTH

R. P. FUNDERBURK III
GRANTOR

To { DEED OF TRUST

R. P. FUNDERBURK, JR.
BENEFICIARY

THIS INDENTURE, Made this 15th day of January 19 75
between R. P. Funderburk, III

and R. P. Funderburk, Jr. 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 Eighteen Thousand Dollars (\$18,000.00)

evidenced by three promissory notes of even date, bearing interest as
provided in the notes due on January 15 in the years 1976, 1977 and 1978.

not any further amount that the party of the second part may furnish the party of the first part during the year 19... not to amount
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 Joel P. Walker 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... and all these crops or other kind to be grown by... and
may cultivate, or cause to be cultivated, or husband or otherwise, during the year 19... on the land that...
forming implements of every kind and

Lot 4 and part of Lot 11 in Block 5 as shown by the official
map of the Town of Olive Branch prepared by St. George
Richardson, dated October 1937, in the Southwest corner
of Section 27, Township 1, Range 6, more particularly des-
cribed as follows: BEGIN at the northeast corner of Lot
3, Block 5 as shown by the official map of the Town of
Olive Branch as prepared by St. George Richardson, dated
October, 1937; thence with the north line of Lot 3 south
84° 15' West 100 feet to the northwest corner of Lot 3;
thence with the west line of Lot 3 south 33 feet to a point;
thence West 39 feet to a point at the southwest corner
of the store building; thence north 54.8 feet to a point;
thence north 73° 15' East with the North line of the
parcel conveyed by Deed in Book 39, page 317 and with
the South line of Lot 5 a distance of 101 feet to the
West right of way of Pidgeon Roost Road; thence South
46° East 53.4 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 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 15th day of January 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 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
his assigns or legal representatives, can at any time appoint a Trustee to execute the same.

Witness my signature the date written above. R.P. Funderburk III

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority
R. P. Funderburk III 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 15th day of January 19 75

(SEAL)

MY COMMISSION EXPIRES MAY 18, 1976 By

Annelle B. Jones
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me

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Jan.

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Paid, Satisfied and Cancelled
This 26 day of August 1980
R.P. Funderburk Jr

FOR REAL ESTATE, CHATTEL OR BOTH

SIDNEY VANDERBURG,
GRANTOR

To { DEED OF TRUST

R. P. FUNDERBURK, JR.
BENEFICIARY

THIS INDENTURE, Made this 15th day of January 1975
between Sidney Vanderburg
and R. P. Funderburk, Jr.

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 Eighteen Thousand and No/100 Dollars (\$18,000.00) evidenced by three promissory notes of even date, bearing interest as provided in the notes due on January 15 in the years 1976, 1977 and 1978.

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... Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Joel P. Walker 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... as disclosed in the notes or otherwise during the year 1975... may sell, lease, or convey to the said party of the second part...

Lot 2 in Block 3 as shown by the Map of Olive Branch prepared by St. George Richardson dated October 1937, in the Southeast Quarter of Section 28, Township 1, Range 6, more particularly described as follows: BEGINNING at the intersection of the East line of Section 28 and the North Line of U. S. Highway 78, which point is 1,353.1 feet North of the Southeast corner of Section 28; thence with said right of way North 51° 42' West 152 feet to the South side of the right of way of Germantown Road (50 feet wide); thence with said right of way North 51° 20' East 122 feet to a stake in the South line of the St. Louis and San Francisco Railroad right of way; thence with said railroad right of way Southeasterly to the East line of Section 28; thence South with the East line of Section 28 to the point of beginning.

ALSO a strip of land 100 feet in width off of the South side of Lot 1 in Block 3 as shown by the Map of Olive Branch prepared by St. George Richardson dated October 1937 in Section 28, Township 1, Range 6 described as follows: Commencing at the Southeast corner of Section 28, Township 1, Range 6, thence North on the East line of said Section 1,353.1 feet to a point in the North right of way line of U. S. Highway 78; thence with said right of way North 51° 42' West 202 feet to the intersection of the North right of way of Germantown Road (50 feet wide) and the North right of way

line of U. S. Highway 78, the point of beginning of the tract herein described; thence continuing with the North right of way line of Highway 78 100 feet to a point; thence North 51° 20' West parallel with and 100 feet North of the North right of way line of Germantown Road 135 feet more or less, to a point in the South line of the Frisco Railroad right of way; thence with said railroad right of way South 27° East 100 feet to the North line of Germantown Road; thence with the right of way of said road South 51° 20' West 132.3 feet to the point of beginning.

Should the Trustee at any time believe said property, or any part thereof, inadequately secured 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 15th day of January 1978, 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.
Sidney Vanderburg

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Sidney Vanderburg

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 15th day of January 1975
(SEAL) My Commission Expires May 18, 1976
By Arthur B. Jones 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 8 o'clock 55 minutes A.M. 28 day of Jan. 1975, and that the same has been recorded in Book 183 Page 53 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal, this 28 day of Jan. 1975.
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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, COAHOMA NATIONAL BANK, Southaven, Mississippi, ----- does hereby release from the lien of the Deed of Trust given by E. L. GRAHAM ----- for the benefit of COAHOMA NATIONAL BANK, Southaven, Mississippi, which Deed of Trust is dated December 7, 1972, and recorded in Deed of Trust Book 151, Page 308 of the Trust Deed Records of DeSoto 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:

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 all other respects said Deed of Trust recorded in Deed of Trust Book 151, Page 308 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 17th day of January, 1975.

COAHOMA NATIONAL BANK
Southaven, Mississippi

By

Re. M. Vaughn
(Name)

Loan Officer
(Title)

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

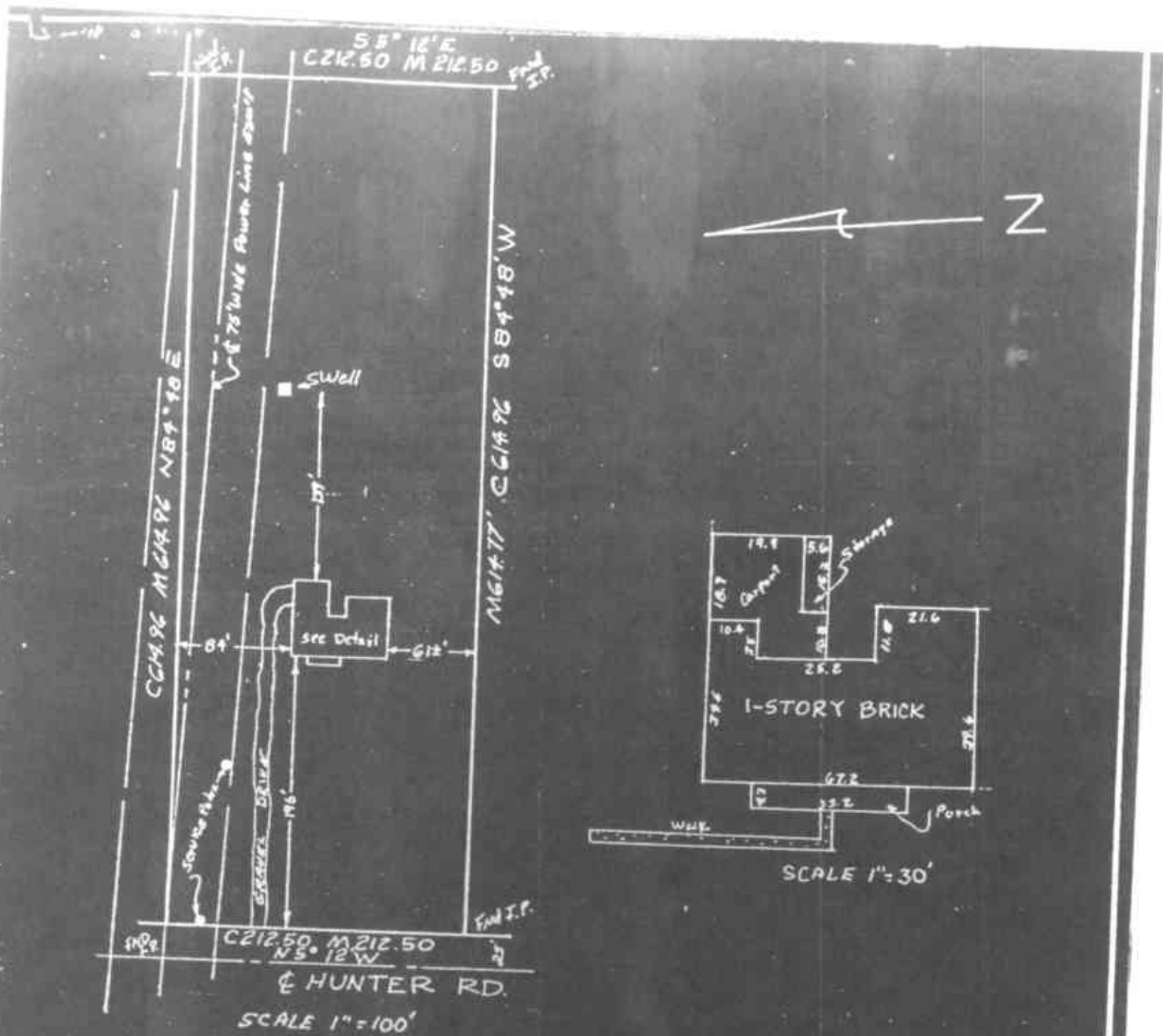
THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named (Name) Rex Vaughn, the Asst. Officer (Title) OF COAHOMA NATIONAL BANK, Southaven, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned 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 17^d day of January, 1975.



[Signature]
NOTARY PUBLIC

My Commission Expires:
31. 1978



LEGAL DESCRIPTION

Beginning at a point, said point being an iron pin in the east R.O.W. of Hunter Road and 425.00 Feet south of the South Right-of-way of StarLanding Road; Thence N 84° 48' E 614.96 Feet to an iron pin; Thence S 84° 48' W 614.77 Feet to an iron pin in the said east right-of-way of Hunter Road; Thence Along said Right-of-Way N 05° 12' W 212.50 Feet to the point of Beginning. There are no encroachments.

FINAL SURVEY

LOT 10
DALEWOOD S/D
SEC. 19 RANGE TW TOWNSHIP 2S
DESOTO CO. MISSISSIPPI

DATE: 8-7-74

BEN SMITH ENGINEERING CO. INC.



Revised 8-8-74
Well located Blue

no A. 28 9
183 54 Jan
400 28 Jan

This instrument was prepared by
Jack H. Patrick, Vice Pres.,
Commercial and Industrial Bank.

This Indenture, made by and between

James A. Williams and wife, Della L. Williams, 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 24, Section B, Lakeview Village Subdivision, as shown on plat of record in Plat Book 10, Page 16, in the Chancery Court Clerks Office of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said property being in Section 23, Township 1, Range 9, West, less minerals reserved in Book 35, Page 50.

This conveyance is made in trust, however, to secure the payment of \$21,327.60, evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Eighty-Four (84) monthly installments in the amount of Two Hundred Fifty-Three and 90/100 Dollars (\$253.90) each; first of said installments being due and payable on February 18, 1975 and one of such installments on the 18th 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 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 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 23 day of January, 1975

James A. Williams
Della L. Williams

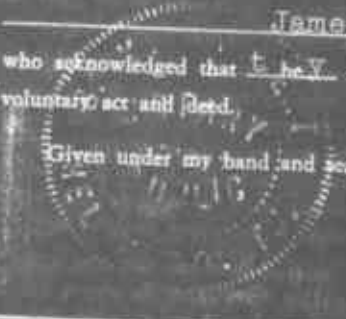
STATE OF Tennessee
COUNTY OF Shelby

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

James A. Williams and Della L. Williams

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 23rd day of January, 1975



B. K. Hargrett
Notary Public

MY COMMISSION EXPIRES MAR. 22, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 28 day of Jan. 1975, and that the same has been recorded in Book 183 Page 57 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Jan. 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson, CLERK



Division of
100 North Main
P.O. Box
Memphis, Tennessee
Phone (901) 525-1111

TRUST DEED

FROM

James A. Williams and

Della L. Williams

TO

Jack H. Patrick

FOR THE USE OF

COMMERCIAL & INDUSTRIAL BANK

STATE OF MISSISSIPPI

County of Desoto

I, B. K. Hargrett

of the Chancery Court and ex-officio Recorder of the County and State aforesaid, do hereby certify that within instrument of writing was filed for record

office on the 28 day of Jan.

A. D. 19 75 at 10:30 o'clock A. M., and that

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 guarantee against real estate title loss

MTC form 0017

Form No. F-811

Deed of Trust

This Indenture Made this the _____ day of _____ 19____ by and
 between Marvin L. Ellingburg and wife, Brenda Ellingburg
 of the first part J. R. Wilson and J. N. Muir _____ of the second part,
 as Trustee, and
 of the third part: Union Planters National Bank

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and _____ successors in trust, the following described real estate situated in the county of Desoto _____ and STATE OF MISSISSIPPI, to-wit:

Lot 3142, Section "D", Southaven West Subdivision, Sections 23 and 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 12 and 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.

Being the same property known as 6314 Southaven Circle WEst. Mail all tax notices to Marvin L. Ellingburg, 6314 Southaven Circle West, Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Seven Thousand Nine Hundred Nineteen and 64/100 Dollars. One promissory instalment note of even date herewith executed by Marvin L. Ellingburg and wife, Brenda Ellingburg, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$7,919.64 in thirty-six monthly instalments being in the sum of \$219.99 each on the 2nd day of each month, beginning March 2nd, 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee 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; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

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 be read as if written "parties of the first part."

All erasures and interlineations were made before signing.
IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Marvin Ellingburg (SEAL)
Marvin L. Ellingburg (SEAL)
Brenda E. Ellingburg (SEAL)
Brenda Ellingburg (SEAL)

STATE OF *Mississippi* }
COUNTY OF *Shelby* } ss. Acknowledgment.

Personally appeared before me, the undersigned
in and for the State and County aforesaid, the within-named
who acknowledged that *he* signed and delivered the foregoing trust deed on the day and year therein mentioned.
Given under my hand and seal, this the *16* day of *January*, 19 *75*

Martha K. McQuinn
Notary Public.



PI
I, *ED* and wife,
N. Muir
al Bank
Clerk
and ex-officio
aforesaid, do
ument of writ-
ce on the
day of
D, 19 *75*
been this day
edgment and
seal, filed this
19
Clerk.

STATE OF MISSISSIPPI, *SHelby* COUNTY
I certify that the within instrument was filed for record at *10* o'clock
30 minutes *A.M.* *28* day of *Jan.* 1975, and that the same has been
recorded in Book *183* Page *59* records of *REAL STATE TRUST DEEDS*
of said County.

Witness my hand and seal this *29* day of *Jan.* 1975.
H. P. Ferguson

Fee \$ *3.50*

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

CARL EDWARD GOODMAN AND JUDY ANN GOODMAN,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated January 23, 1975, securing a note in the sum of \$31400.00 recorded in Book 183, Page 5, 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 28th day of January, 1975.

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 28th day of January, 1975.

Margaret Jacqueline Meace
NOTARY PUBLIC
MY Commission Expires Feb. 22, 1978

EMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock PM minutes P.M. 29 day of Jan 1975, and that the same has been recorded in Book 183 Page 61 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Jan, 1975.

Fees \$ 2.50 pd.

H. P. Ferguson
CLERK

62
 CANCELLED BY AUTHORITY RECORDED IN FCCA
 THIS 216
 6
 515
 19 75
 CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Alonzo Thompson and wife,
 Sarah Lee Thompson
 To { DEED OF TRUST
 The Hernando Bank

THIS INDENTURE, Made this 23rd day of January, 1975
 between Alonzo Thompson and wife, Sarah Lee Thompson, Parties

and The Hernando Bank, 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 Five Thousand, Nine Hundred Eight and 20/100 - Dollars (\$5,908.20) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum after maturity, repayable in 60 monthly installments of \$98.47 each with the first installment being due and payable on or before the 5th day of February, 1975 and one installment is due on or before the 5th day of each consecutive succeeding month thereafter until all installments are paid in full.

and any further amount that the party of the second part may borrow from the party of the first part during the year 1975 not to exceed the sum of One Dollar to 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 W. E. Wilroy 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 may be raised, and all the crops of every kind to be grown by any means, whether by any hands working with or under the supervision of the party of the first part, or otherwise, during the year 1975 on the land that may be cultivated, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

BEGINNING at a point in north right of way of Wheeler Road (80 feet wide) said point being 40 feet north and 40 feet west of southeast corner Section 9, Township 4, Range 8 West; thence south 83° 55' East along said road right of way 78.6 feet to a point being the southeast corner of the Alonzo Thompson one acre lot. Thence North 5° 30' west 208.71 feet to a point thence South 83° 55' West 208.71 feet to a point thence south 5° 30' East 208.71 feet to a point. Thence South 83° 55' West along said road right of way 78.29 feet to a point thence north 5° 30' West 476.6 feet to a point; thence North 83° 55' East 365.6 feet to a point; said point being 40 feet west of east line said section; thence south 5° 30' east 476.6 feet to the point of beginning and containing 3.0 acres, more or less, and being part of the same land conveyed by deed of date November 22, 1950, of record in Book 38, Page 83, and devised by Willof record in Will Book 5, Page 547. All bearings are magnetic.

It is agreed that the buildings 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 in renewal and extension of prior trust deed in favor of The Hernando Bank dated March 29, 1972 and recorded in Book No. 140, Page 212, Real Estate Trust Deed records of DeSoto County, Mississippi, on March 30, 1972.

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 HEREINABOVE 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 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, 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.
 Alonzo Thompson
 Sarah Lee Thompson

STATE OF MISSISSIPPI, DESOTO COUNTY.
 Personally appeared before me the undersigned authority Alonzo Thompson and wife, Sarah Lee Thompson 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 January, 1975.
 My commission expires (SEAL) Beverly B. Scott Notary Public

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 10 o'clock 30 minutes A.M. 28 day of Jan. 1975.

183 62
 29 Jan.
 2.50

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 209 page 715
This 30 day of March 1977
H. D. Ferguson Clerk

Assignment of this Instrument
Deed 710
No. 195 Page 70

63

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 ROY O. STEWART AND WIFE,
KATHERINE E. STEWART

of the first part, hereinafter designated as the Grantor,

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

C. S. RIGGAN 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 NINE THOUSAND AND NO/100----- DOLLARS
(\$ 29,000.00) evidenced by two promissory notes 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:

R.O.S.
FS

1. \$27,500.00 payable in five(5) annual installments of \$5500.00 each beginning the 25th day of January, 1976, with a like installment due annually thereafter until paid in full, with the annual interest due with each installment.
2. \$1,500.00 due on or before 180 days.

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:

40 acres, more or less, being the North 40 acres of the Southeast Quarter of Section 9, Township 3 South, Range 5 West, DeSoto County, Mississippi, and being more particularly described as BEGINNING at the Northwest corner of the Southeast Quarter of said section at a point in the county road right-of-way; thence from point of beginning run along said county road right-of-way South 660 feet to a point; thence run East 2,640 feet to a point in the East line of said Section 9, Township 3, Range 5; thence along the East line of said section 660 feet to a point, said point being the Northeast corner of said quarter section; thence along the North line of said quarter section run West 2,640 feet to

the point of beginning, containing 40 acres, more or less, and being part of the property conveyed to Cecil Mason, et al, by deed of record in Deed Book 77, Page 571, Land 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 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 declation 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 25th day of January, 1975.

ROY O. STEWART

Roy O. Stewart

KATHERINE E. STEWART

Katherine E. Stewart

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

ROY O. STEWART AND WIFE, KATHERINE E. STEWART, 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 25th day of January 1975.

My Commission Expires: *Apr 6, 1976*

John L. Bell
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. 29 day of Jan. 1975, and that the same has been recorded in Book 133 Page 63 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Jan. 1975.

Fees \$ 4.50 pd.

H. P. Ferguson

66
Assignment of this Indenture recorded in
Book 74D
Page 113-75
No. 183
This the 31 day of January 1975
James W. Amos

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1964)
U A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between FLOYD C. BOLIN AND WIFE,
JO ANN A. BOLIN

of the first part, hereinafter designated as the Grantor,

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

KELLY LAND AND INVESTMENTS, INC., 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 FOUR HUNDRED AND NO/100 DOLLARS
(\$ 10,400.00) 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:

Payable in 60 equal amortized installments of \$220.98 per month, beginning the
15th day of February, 1975, with a like amount being due on or before the
15th day of each successive 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 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:

The northwest quarter of the northwest quarter of
Section 36, Township 3 South, Range 6 West, DeSoto
County, Mississippi and being particularly described
as beginning at the northwest corner of the said
Section 36 and running thence south along the west
line of said Section 36 for a distance of 1310.0 feet
to the southwest corner of the northwest quarter of
the northwest quarter of Section 36; thence east

along the south line of said northwest quarter of the northwest quarter of Section 36 for a distance of 1340.0 feet to the southeast corner of the said northwest quarter of the northwest quarter of Section 36; thence north along the east line of the northwest quarter of the northwest quarter of Section 36, for a distance of 1312.0 feet to the northeast corner of the said northwest quarter of the northwest quarter of Section 36; thence west along the north line of the said Section 36 for a distance of 1330.0 feet to the point of beginning LESS AND EXCEPT a 2 acre tract lying within the northwest quarter of the northwest quarter as described in Deed Book 72, page 169 in the office of the Chancery Clerk of DeSoto County, Mississippi, in the aggregate containing 38 acres, more or less.

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 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 January 1975.

Floyd C. Bolin
 FLOYD C. BOLIN
Jo Ann A. Bolin
 JO ANN A. BOLIN

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

FLOYD C. BOLIN AND WIFE, JO ANN A. BOLIN 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 January 1975.

My Commission Expires: *Nov 24, 1975* *Luella C. Perry*
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 8 o'clock
 45 minutes A. 29 Jan. 183 66
 29 Jan.
 5.00

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 211217

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 William Driver Crenshaw and Wife, Barbara T. Crenshaw on November 30, 1972, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 160,000.00, which said deed of trust is of record in Deed of Trust Book 151, Page 130, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 21st day of January, 1975.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: [Signature]
Its Treasurer

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 Lester L. Jeansonne, Jr. and Harry F. Beacham who acknowledged that as Treasurer 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 21st day of January, 1975.

(SEAL)

[Signature]
Notary Public

My commission expires at death.

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that the within instrument was filed for record at 10 o'clock

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 28 day of Jan., 1975, and that the same has been recorded in Book 183 Page 69 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Jan., 1975.

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 Charles N. Dean, Trustee
of Oxford Production Credit Association the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of June, 1974, made and executed by C. W. Kelly Association
of _____ to Oxford Production Credit/
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 663
of the Record of Trust Deeds, on the 25th day of June, 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 20 day of January, 1975.

Charles N. Dean
CHARLES N. DEAN, TRUSTEE

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____ of law
in and for County and State aforesaid, Charles N. Dean 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 corporation, after having been first duly authorized so to do.
Given under my hand and seal of office this 20th day of January, A. D. 1975.

My commission expires:

[Signature]
NOTARY PUBLIC

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DE SOTO COUNTY

45 A 183 29 70 Jan. 8

2.50

29 Jan.
[Signature]

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 183 Page 464
This the 27 day of Feb. 1975

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 183 Page 464
This the 27 day of Feb. 1975

74

VA Form 25-6222 (Home Loan)
Revised January 1974. Use Optional Section 1210, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 28th day of January, 1975,
by and between Rodney Chambliss Kelley and wife, Norma J. Kelley

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and
Wortman and Mann, Inc.

and existing under the laws of State of Mississippi, a corporation organized
post-office address at 444 North State Street, Jackson, Mississippi, 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 40, Section A Revised, Lakewood Estates Subdivision as shown by the plat
recorded in Plat Book 11, Page 1, in the office of the Chancery Clerk of DeSoto
County, Mississippi, said lot being located in Section 23, Township 2, Range 7.

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;

RECORDED IN BOOK
1986
ANSON
DESO DS.

Assignment of this Instrument Recorded in
Real Est 710 Book
No. 362 Page 726
This the 15 day of April 1986
A. D. Jorgensen
DS.

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 Thousand Dollars Dollars (\$ 30,000.00), with interest from date at the rate of seven & three-fourths per centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & 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 Fifteen Dollars Dollars (\$ 215.10), 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, 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.

DESOTO TITLE CO., INC.
P. O. Box 467
Hornado, Miss. 38632

Rodney Chambliss Kelley
Rodney Chambliss Kelley
Norma J. Kelley
Norma J. Kelley

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me _____, the undersigned notary public in and for said County, the within named Rodney Chambliss Kelley and Norma J. Kelley, 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 28th day of January, 1975.

Rebecca Kelly
Notary Public

My Commission Expires: 3-1-78



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 28 day of Jan. 1975, and that the same has been recorded in Book 183 Page 71 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 29 day of Jan. 1975.

Fees \$5.00

H. P. Ferguson

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

DEED OF TRUST LAND

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION

THIS INDENTURE, this day made and entered into between

REEVES _ WILLIAMS, INC.

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 & 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
Thirty Four Thousand Four Hundred Eighty and no/100----- DOLLARS
(\$ 34,480.00) 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 interest accrued shall be due and payable one
hundred eighty days (180) 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 1248, Section "F" Greenbrook Subdivision, in Section
19, Township 1 South, Range 7 West, as per plat thereof
recorded in plat book 9, pages 46, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

In case the Grantor 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 proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against the Grantor 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 way or any such case, the whole indebtedness secured hereby may at the option of said beneficiaries or the 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 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 thereof, 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 23rd day of January 19 75

Reeves-Williams, Inc.

BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., Vice President

ATTEST:

Hunter Brannon
Hunter Brannon, Secretary Treasurer
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 Hunter Brannon, who stated that they Vice President and
Secretary Treasurer of Reeves, - Williams, Inc.

respectively of the above named

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 thereto first duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of January, 1975

James R. Young
Notary Public
My Commission Expires: 1-16-77



TRUST

Trustee 9 . 19 75
A. M.
Clerk
Chancery Court
Instrument was filed for
clock 10 A. M., on
9 . 19 75 day of
on page
my office
office, this
19
Clerk
D. C.
5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 29 day of Jan, 1975, and that the same has been
recorded in Book 183 Page 75 Records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 29 day of Jan, 1975.
Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Panola

FOR VALUE RECEIVED, PANOLA COUNTY BANK, a banking institution with its principal place of business in Sardis, Mississippi, by and through its duly authorized officers does hereby transfer, set over, assign and convey unto MISSISSIPPI VALLEY TITLE INSURANCE COMPANY, its successors and assigns, all of its right, title and interest in and to that certain Deed of Trust executed by Del-Con, Inc., dated August 31, 1973, and recorded in Book 165 at Page 361 of the official records of DeSoto County, together with the real property therein described, and the Note thereby secured, without recourse, and does hereby authorize and empower the said MISSISSIPPI VALLEY TITLE INSURANCE COMPANY, its successors and assigns, to exercise all the rights, powers and privileges conferred by said Deed of Trust and Note upon Panola County Bank in as full and ample a manner as the undersigned is authorized and empowered to exercise the same.

The undersigned hereby certifies to, and covenants with, said MISSISSIPPI VALLEY TITLE INSURANCE COMPANY that the amount now due upon the Note secured by said Deed of Trust is the sum of \$15,000 principal, together with interest thereon at the rate of 8 percent per annum from the 31st day of August, 1973.

The undersigned further covenants that it is the legal and equitable owner of said Note and Deed of Trust, with full power to sell and assign the same; that it has executed no prior assignment or pledge thereof and has executed no release, discharge, satisfaction or cancellation of said Deed of Trust; that it has executed no release of any portion of the security

described in said Deed of Trust, and that it has executed no instrument of any kind affecting the Deed of Trust, or the Note or the liability of the maker thereof.

IN WITNESS WHEREOF, the undersigned assignor has caused this instrument to be executed by its duly authorized officers and has caused its Corporate Seal to be hereto affixed, on this the 11th day of Oct., 1974.



PANOLA COUNTY BANK

BY: [Signature]

ATTEST: [Signature]
Assistant Cashier

STATE OF MISSISSIPPI
COUNTY OF Panola

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named Fred W. Klyce and Fatsy R. Scruggs, personally known to me to be the President and Assistant Cashier, respectively of the within named PANOLA COUNTY BANK, who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, they having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 11th day of October, 1974.



My Commission Expires: 1-28-75

[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. on 29 day of Jan. 1975, and that the same has been recorded in Book 183 page 79 of said County.

Witness my hand and seal of said County on this 29 day of Jan. 1975.
[Signature]
3.50

This 28 day of April 19 76

81

Desoto Realty
W. B. Ferguson
W. B. Ferguson

DEED OF TRUST

THIS INDENTURE, made this 23rd day of January, 1975
between JAMES A. TATE and wife, VIRGINIA A. TATE
of the first part, and DESOTO REALTY COMPANY
of the second part.

WITNESSETH, That whereas said part IES of the first part, being in-
debted to said party of the second part in the sum of \$1,319.50
ONE THOUSAND THREE HUNDRED NINETEEN AND 50/100-----DOLLARS
being due and payable on or before April 20th, 1975.

and parties 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 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 390, South 1/2 of Section East of Cow Pen Creek, Section "B",
DeSoto Village Subdivision situated in Section 34, Township 1
South, Range 8 West as shown on plat of record in Plat Book 8,
Page 16, 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 2nd mortgage 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 ~~XXX~~ April 20, 1975, 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 parties of the first part. In case of failure
or inability on the part of said Trustee to execute the trust herein con-
fided, the party of the second part, its 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,

James A. Tate
Virginia A. Tate
James A. Tate
Virginia A. Tate

STATE OF TENNESSEE, SHELBY COUNTY,
Personally appeared before me, a Notary Public of said County, the
within named JAMES A. TATE and wife, VIRGINIA A. TATE
who acknowledged that they signed and delivered the foregoing Deed of Trust
on the day and year there mentioned.

Given under hand and official seal this 23 day of January, 1975.

Lee V. Hamberlin
Notary Public

My Commission Expires:

June 15, 1975

STR, 30695

RETURN TO SECURITY TITLE CO.
1444 E. STATE ST. SUITE 123
MEMPHIS, TENNESSEE 38119

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 29 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 81 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 29 day of Jan. 1975.

Page 3.08 pd.

H. B. Ferguson CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter cancellation of record a certain deed of trust executed by Del Con, Inc., to James McClure, Jr., Trustee for the Panola County Bank and recorded in Book Number 165 on page 361 of the Record of Deeds or Deeds of Trust in your office. It is specifically stipulated that the cancellation of said deed of trust shall only serve to release the property described therein from the lien of said instrument and shall in no way be construed as a satisfaction of the indebtedness secured thereby.

This 22 day of January, 1975.

MISSISSIPPI VALLEY TITLE
INSURANCE COMPANY

BY: *Charles E. Gibson*
vice president

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Charles E. Gibson, who acknowledged that he is the Vice President of the within named Mississippi Valley Title Insurance Company, and that he signed, sealed and delivered the above and foregoing instrument in behalf of said corporation, he having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 22 day of January 1975.

James W. ...
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the ... instrument was filed for record at 10 o'clock 50 minutes A. 29 day of Jan. 1975

2.50

29 Jan
...

Lot 779, 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 174 at Pages 473 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 24th day of January, 19 75.



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 24th day of January, 19 75.



Sarah B. Hilliard NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A.M. 29 day of Jan. 1975, and that the same has been recorded in Book 183 Page 83 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Jan. 1975.

Fees \$2.50

H. P. Ferguson, CLERK

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TRUST DEED

THIS INDENTURE, made this the 24th day of January, 1975, between WILLIAM LEE MILLER, JR. and wife, MARTHA B. MILLER, 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 THREE THOUSAND ONE HUNDRED SEVEN and 52/100 DOLLARS (\$3,107.52), which includes principal and interest, repayable in 24 equal monthly installments of \$129.48 each, beginning February 23, 1975, and due the 23rd 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 766, 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 128, Page 143, 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.

William Lee Miller, Jr.
William Lee Miller, Jr.

Martha B. Miller
Martha B. Miller

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named William Lee Miller, Jr. and wife, Martha B. Miller, 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 24th day of January, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1976

Belle M. Brownell
Notary Public



CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 69
THIS 28 DAY OF Jan 1975
H. H. Ferguson
CHANCERY CLERK

ms

A. 183³⁰ 84 Jan.

30

Jan.

9

2.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That JACKSON INVESTMENT COMPANY (Ford Motor Credit Co)
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of June, 19 74, made and executed by KARL W. EVINS and
wife, DELORES MAY EVINS to said 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. 176 on page 409
of the Record of Trust Deeds, on the 13th 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.

JACKSON INVESTMENT COMPANY

By: William H. Austin, Jr.
William H. Austin, Jr. Agent acting for
and on behalf of said company.

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, WILLIAM H. AUSTIN, JR., who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as Agent acting for
and on behalf of said JACKSON INVESTMENT COMPANY.

Given under my hand and seal of office this 29th day of January, A. D. 19 75.



Marie B. Hay

NOTARY PUBLIC

My Commission Expires April 3, 1975

LAWRENCE-BARNWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 30 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 85 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 30 day of Jan. 1975.

Fees \$2.50 pd.

H. P. Ferguson CLERK

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APPOINTMENT OF SUBSTITUTED TRUSTEE

By virtue of the authority vested in COMMERCIAL AND INDUSTRIAL BANK in a certain Deed of Trust given by J. C. Henson and wife, Jessie Henson, to Jack H. Patrick, as Trustee for said Commercial and Industrial Bank, said Deed of Trust dated December 4, 1973, which Deed of Trust is recorded in Trust Deed Record 169, Page 195, in the office of the Chancery Clerk of DeSoto County, Mississippi, the said Commercial and Industrial Bank, now being the owner of the indebtedness and holder of the note secured by the Deed of Trust, hereby appoints and substitutes Arthur E. Huggins as Trustee, instead of Jack H. Patrick as named in said Deed of Trust.

This the 29th day of January, 1975.

COMMERCIAL & INDUSTRIAL BANK

By: [Signature]
William H. Lovell, Vice President

ATTEST:

C. S. Wood, V.P.
C. S. Wood, Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named WILLIAM H. LOVELL Vice President who acknowledged that as Vice President for and on behalf of COMMERCIAL & INDUSTRIAL BANK and by the authority of same, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purpose therein contained.

GIVEN UNDER MY HAND and seal of office, this the 29th day of January, 1975.

My Commission expires: 3/22/77 B. K. [Signature]
Notary Public

no A. 183 30 86 Jan. 9

30 Jan.

2.50

INDEXED BY AUTHORITY RECORDED IN BOOK
215 PAGE 204
30 DAY OF August 1977
H. H. [Signature]
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Pay's	Amt. of Each Pay's
3-10-75	1-29-78		1-29-75	35	127.75
Agreed Rate of Chg.	Cash to Borrower	Recording Fees	Vehicle Ins. Premium	Household Goods Insurance Premium	
15.00 APR	4997.50	2.50			
Accident & Health Insurance Premium	Life Ins. Premium	Prin. Am't of Loan	Interest and Charges	Amount of Note	
	294.61	5294.61	1821.51	7116.12	

(GRANTORS)
(Names and Addresses)

Virginia Hare
Z. R. Hill, Jr.
6173 Booneville
Southaven, Ms 38671

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc
a Tennessee Corporation, Hereinafter called
Commercial Credit Plan, Inc.

MISSISSIPPI Tennessee

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 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 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 requirements 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. McLenore and
Forrest No. 114 Florence Street, Hattiesburg
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 _____
and State of Mississippi, described as:
Lot 1480, Section D of Southaven West subdivision in Section 22,
Township 1 South, Range 8 West as per revised plat thereof
recorded in Plat Book 3, Pages 25 and 26 in the Office of the
Chancery Clerk's Office, DeSoto County, Mississippi

Liens or Encumbrances against Realty (If none, insert "None") National Mortgage, Memphis, TN

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 sufficient 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 January 29, 1975 19____
Signed, sealed and delivered in the presence of:
W. T. McLenore _____ (Seal)
Virginia Hare _____ (Seal)
(See over for Acknowledgment)

Original—For Recording
Duplicate—Office File
Triplicate—Customer

STATE OF MISSISSIPPI, COUNTY OF TN Shelby ACKNOWLEDGMENT

That on this 29 day of Jan, 1975, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Virginia HARE (WIFE) and Z. R. Hill, JR.

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 4-20-76 W. H. Hearn Notary Public.

(Notarial Seal)



2-5-80

DEED	Received for record	of <u>Hearn</u>	at <u>LL</u>	Recorded in	No.	By
------	---------------------	-----------------	--------------	-------------	-----	----

STATE OF MISSISSIPPI, DEPT. OF REVENUE
I certify that the within instrument was filed for record on 11 at 25 minutes A. on 30 day of Jan. 1975 and was duly recorded on 183 page 87 of 183 pages of said book.

2.50

30 Jan.
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
186 PAGE 108
THIS 26 DAY OF May 19 75
D. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned
Ben Smith Engineering Co., Inc.

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor
as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 87, Section "B" Hernando Estates Subdivision,
in the Town of Hernando, in Section 7, Township 3,
Range 7, DeSoto County, Mississippi, as per plat
thereof recorded in plat book 6, page 3, in the office
of the Chancery Clerk of DeSoto County, Mississippi.

This deed of trust is a renewal and extension of that certain deed of
trust of record in book 173, page 507.

In the event interest becomes 30 days in arrears, the entire amount
loaned becomes immediately due and payable.

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:

(\$ 27,500.00) Twenty Seven Thousand, Five Hundred Dollars due July 3, 1975

bearing interest at the rate of 13 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 secur-
ed hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insur-
ance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described in-
debtedness, 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 de-
scribed in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the in-
debtedness 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 cove-
nants 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 3rd day of January, 1975

Ben Smith Engineering Co., Inc.
 BY: Ben Smith
Ben Smith, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Ben Smith, President of Ben Smith Engineering Co., Inc.

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 3rd day of January, 1975

Joyce B. Jones Notary Public
 My Commission Expires 1-16-77



STATE OF MISSISSIPPI, DE SOTO COUNTY)
 I, the undersigned authority, do hereby certify that the foregoing instrument was filed for record on the 30 day of Jan, 1975 at 5:00 o'clock A. M. in the office of the Clerk of the County Court of DeSoto County, Mississippi, and the same is a true and correct copy of the original as the same appears from the records of said County Court.

183 89 Jan 11
30 Jan
H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

185 491

13 May 1935
H. B. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1928)
L A N D

DEED OF TRUST
LAND

LOAN NO. 200089

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
THIRTY-ONE THOUSAND ONE HUNDRED SIXTY AND NO/100----- DOLLARS

(\$ 31,160.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Eleven 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 1244, 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.

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, 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 part 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, and take possession and demand 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 said 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 said 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 any of the 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 28th day of Jan. 19 75.

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

94

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 28th day of -----January----- 1975.

My Commission Expires:-----



RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

TRUST

Trustee

30, 1975

A.M.

Clerk

Chancery Court

Trust was filed for

11 o'clock A.M., on

Jan., 1975

day of

on page

in my office,

of office, this

19

Clerk

D. C.

OTHERS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
25 minutes A.M. 30 day of Jan., 1975, and that the same has been
recorded in Book 188 Page 91 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 30 day of Jan., 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson CLERK

H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

LOAN NO. 34-200097

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
THIRTY-ONE THOUSAND ONE HUNDRED SIXTY AND NO/100-----DOLLARS
(\$ 31,160.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Eleven 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 1251, 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.

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 28th day of Jan. 1975.

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

98

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 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 28th day of --January-- 19 75.

Jay B. Gray
Notary Public
My Commission Expires: *11-27-87*



RETURN TO:
W. F. R. B., LTD.
P.O. # 241
SOUTHAVEN, MISSISSIPPI 38671

TRUST

Trustee: 30 . 19 75
Chancery Court: 4 . M.
Clerk: [Signature]
Trust was filed for record at 11 o'clock A . M., on 30 day of Jan., 19 75
in my office.
of office, this 19 day of Jan., 19 75
Clerk: [Signature]
D. C. [Signature]
OTHERS: wife & son

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 25 minutes A . M., 30 day of Jan., 1975, and that the same has been recorded in Book 183 Page 95 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Jan., 1975.
Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

273 PAGE 562

THIS 8 DAY OF June 19 81

H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

272 PAGE 671

THIS 14 DAY OF May 19 81

H. D. Ferguson
CHANCERY CLERK

99

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

B. G. Allen and wife, Marthola S. Allen

of the first part, hereinafter designated as the Grantor,

James E. Woods,

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

Citizens Bank of Byhalia

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 Sixty Thousand and No/100-----DOLLARS

(\$60,000.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10%) per centum per annum ^{from} ~~since~~

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 28th day of January, 1976.

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:

Part of the Northeast Quarter of Section 23, Township 2 South, Range 6 West, DeSoto County, Mississippi described as BEGINNING at the Northeast Corner of said section; thence West 1816.57 feet to an iron pin being the true point of beginning; thence South 02° 42' East 2,640.64 feet to a point in Woolsey Road; thence South 86° 00' West 495.67 feet to an iron pin 90 feet South of Woolsey Road; thence North 02 degrees 42' West 2,640.64 feet to an iron pin; thence North 86 degrees 00' East 495.67 feet along the North section line to the true point of beginning, containing 30.0 acres.

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 thereof, 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 to 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 heretofore 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 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 28th day of January 1975.

B. G. Allen
 B. G. Allen
Marthola S. Allen
 Marthola S. Allen



STATE OF MISSISSIPPI,
 COUNTY OF DE SOTO
 This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named
B. G. Allen and wife, Marthola S. Allen 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 28th day of January 1975.
 My Commission Expires: 7-1-77
W. H. B. B. B.
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
25 minutes A. M. 30 day of Jan. 1975, and that the same has been
 recorded in Book 183 Page 99 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 30 day of Jan. 1975.
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 Thomas Williams, d/b/a Ajax Company
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of September 1973, made and executed by J. E. Davis
of Marshall County, Mississippi to Thomas E. Williams
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 482
of the Record of Trust Deeds, on the 8th day of October, 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.

Thomas E. Williams
Thomas E. Williams

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Thomas E. Williams 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 27th day of January A. D. 1975



Lawrence Greenwood
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the above instrument was filed for record at 11 o'clock
25 minutes A. M. 30 day of Jan. 1975 and that the same has been
recorded in book 183 page 102 of said county.

Witness my hand and seal of office this 30 day of Jan.
Lawrence Greenwood
Notary Public

Fee \$ 2.50

DEED OF TRUST

D-34919-SR
THIS DEED OF TRUST is made this 28th day of JANUARY

PREPARED BY
MURRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, TN 38116
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
organised and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHTARNOLD 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 564, 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 395 feet southwardly from the point of intersection of said east line and the south line of Fair Meadow Drive; thence southwardly 68.18 feet with the east line of Tulane Road to a chisel mark in the northwest corner of lot 563; thence eastwardly 150.23 feet to a point in the west line of lot 577; thence northwardly 70.27 feet with the west line of lots 577 and 576 to a point, the southeast corner of lot 565; thence westwardly 150 feet with the south line of lot 565 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED DECEMBER 31, 1974.

The holder 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 retainer to the monthly installment of principal and interest and expense for term and accrued amounts, a sum equal to one-twelfth of the amount of the indebtedness then due in the next due date of the indebtedness. The indebtedness shall remain in full force and effect until the full amount of the indebtedness is paid in full. If the indebtedness is not paid in full by the date of the maturity of the indebtedness, the indebtedness shall be deemed to be in default and the holder of the indebtedness shall have the right to foreclose on the property. The holder of the indebtedness shall have the right to sell the property at any time and in any manner and the proceeds of such sale shall be applied to the payment of the indebtedness and the expenses of such sale.

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 EIGHT 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 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

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 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 designees 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
7182 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 28th day of JANUARY, A.D. 1975.

My Commission expires:

Kari [Signature]
Notary Public
JAN 28 1975

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 35 minutes P.M. 50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 35 minutes P.M. 30
183 103 Jan. 30
6.00
H. P. Ferguson
30 Jan.

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, Olive Branch
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of January 19 74, made and executed by B. G. Allen and
wife, Marthola S. Allen of _____ 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. 170 on page 194
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.

Bank of Mississippi, Olive Branch
C. W. Kelly
President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, C. W. Kelly 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 28th day of January A. D. 19 75

My Commission Expires Nov. 24, 1975

Linda C. Perry
Notary

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
25 minutes A. M. 30 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 107 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

108

CANCELLED BY AUTHORITY RETURNED IN BOOK
PAGE 546
DATE 12-25-75
187
30
H.S. J. Moore

FOR REAL ESTATE, CHATTEL OR BOTH

JAMES R. STRONGOSKY ET UX

To { DEED OF TRUST
THE HERNANDO BANK

THIS INDENTURE, Made this 29th day of January, 1975, between JAMES R. STRONGOSKY and wife, KATHLEEN STRONGOSKY,

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 Six Thousand, Six Hundred Dollars (\$6,600.00)

evidenced by a promissory note of even date herewith and bearing interest as provided in said note, and being due and repayable on or before May 29, 1975,

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 Thousand Dollars (\$20,000.00)

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 L. Rone 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... and all the crops of every kind to be grown by... and family or any hands working with or under... either as tenant or otherwise during the year 1975 on the land that... and any other, or crops to be cultivated, or planted or sown and all... and any other of every kind and

A part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 2 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows: BEGINNING at the intersection of the northerly right-of-way of Nesbit Road with the southeasterly right-of-way line of Horn Lake Road; said point of beginning being 20 feet north of center line of Nesbit Road and 20 feet southeastwardly from the center line of Horn Lake Road, as measured perpendicularly thereto; thence north 89 degrees 31 minutes 20 seconds east along said northerly right-of-way line of Nesbit Road a distance of 305.7 feet to a point in the east line of the Southwest Quarter of the Southeast Quarter of said Section 20; thence north 00 degrees 49 minutes 50 seconds west along the said east line a distance of 394.9 feet to a point in the southeasterly line of the right-of-way of Horn Lake Road; thence south 37 degrees 02 minutes 40 seconds west along said southeasterly right-of-way line a distance of 497.9 feet to the point of beginning.

The above described property contains a total of 1.39 acres, of which 0.14 acres lies within the physical limits of Nesbit Road as recently widened and improved and as shown by the survey of Hart Engineering Company, dated January 24, 1975, to which reference is hereby made. This is the same property as conveyed to J. N. Moore, Sr. and wife, Dorothy May Moore, by deed dated May 21, 1968, as of record in Deed Book 74, Page 297, of the Land Deed Records of DeSoto County, Mississippi.

The Grantors covenant and agree to secure, keep, and maintain fire and extended insurance coverage and/or builders' risk insurance on any dwellings located upon the aforesaid property, with a loss payable clause in favor of The Hernando Bank, or as interest may appear, and in an amount as required by the Lender.

The Grantors 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 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 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 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 ONE signature of the date written above. James R. Strongosky Kathleen Strongosky

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named James R. Strongosky and wife, Kathleen Strongosky,

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 29th day of January 1975. Kathleen S. Goodwin Notary Public My Commission Expires: Jan. 24, 1977

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

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 4 o'clock P.M. 30 of Jan. 1975. recorded in Book 183 108 of said County.

Witness is 36 Jan. 2.50

PARTIAL RELEASE

Know all men by these presents, that for and in consideration of part payment of the indebtednesses described in and secured by the following deeds of trust:

- (1) Deed of Trust dated March 2, 1973, executed by Alodex Corporation and Southaven Land Company to Forrest N. Jenkins and J. David Guthrie, Trustees for Union Planters National Bank, Memphis, Tennessee, recorded in Real Estate Trust Deed Book 155, page 134, in the Office of the Chancery Clerk of DeSoto County, Mississippi;
- (2) Deed of Trust dated August 28, 1974, executed by Greenbrook Development Company to James W. McDonnell, Jr. and William S. Solmson, Trustees for Union Planters National Bank, Memphis, Tennessee, recorded in Real Estate Trust Deed Book 179, page 121, in the Office of the Chancery Clerk of DeSoto County, Mississippi;
- (3) Deed of Trust dated January 29, 1974, executed by Alodex Corporation and Southaven Land Company to Forrest N. Jenkins and J. David Guthrie, Trustees for Union Planters National Bank, Memphis, Tennessee, recorded in Real Estate Trust Deed Book 170, page 549, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

Union Planters National Bank, Memphis, Tennessee, a National Banking Association and corporation, as the lawful owner and holder of the indebtednesses secured by said deeds of trust, does hereby release and forever discharge from the lien of said deeds of trust the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

Lot 1, Office Park Plaza Commercial Subdivision, being a part of Section 24, Township 1, South, Range 8, West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 13, Page 39, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which recorded plat reference is made for a more particular description; containing 187,913 square feet, or 4.3 acres, more or less.

Also a permanent non-exclusive easement for ingress and egress over and across the following described parcel of land:

Part of Section 24, T-1-S, R-8-W, DeSoto County, Mississippi, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Office Park Plaza Commercial Subdivision as recorded in Book 13, Page 39, DeSoto County, Mississippi; thence N00 degrees 16'W and along the East line of Lot 1, said subdivision 236.12 feet; thence N 01 degrees 34'W along the East line of said Lot 1, 165.5 feet; thence along the arc of a curve to the left whose radius is 40.00 feet an arch distance of 61.17 feet to a point in the South line of State Line Road; thence East 108.93 feet; thence S 01 degrees 34' E 203.28 feet; thence S 00 degrees 16'E 236.92 feet; thence S 89 degrees 44' W 70.0 feet to the point of beginning, containing 31,147 square feet or 0.715 acres, more or less.

The Clerk of the Chancery Court of DeSoto County, Mississippi, is hereby authorized and directed to refer to this partial release by proper notation on the margin of said Deeds of Trust.

But this is a partial release, and as to all other property described in and conveyed by said deeds of trust, not heretofore nor hereby released, the liens of said trust deeds shall continue in full force and effect.

In Witness Whereof, Union Planters National Bank, Memphis, Tennessee, has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do, this 27th day of January, 1975.

UNION PLANTERS NATIONAL BANK, MEMPHIS, TENNESSEE

BY: Edward M. King, III
Vice-President

ATTEST:

[Signature]
Assistant V.P.



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STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned Notary Public in and for said State and County, the within named Edward M. King, III and Jack H. Jennings, known to me to be the Vice-President and Asst. Vice President, respectively, of Union Planters National Bank, Memphis, Tennessee, a National Banking Association and corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purposes therein set forth, and in the capacity therein stated, for and in behalf of Union Planters National Bank, Memphis, Tennessee, after being duly authorized so to do.



Given under my hand and seal this 28th day of January, 1975.

James E. Johnson
Notary Public

My commission expires: 9-13-75

Prepared by:
Harold C. Curry, Attorney
12 So. Main St.
Memphis, Tennessee

Recording fee: \$3.50

Return to: Harold C. Curry, Atty.
Mid-South Title Co., Inc.
TG #196937-Safeway

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A.M. 31 day of Jan. 1975, and that the same has been recorded in Book 183 Page 109 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$ 7.00 and.

H. P. Ferguson
Notary Public

111

ASSIGNMENT

THIS ASSIGNMENT made and entered into on this the 7th day of January, 1975, by and between UNION PLANTERS NATIONAL BANK of Memphis, Tennessee, as ("Assignor"), and WALLACE E. JOHNSON, a resident of Memphis, Tennessee, as ("Assignee").

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Assignor hereby sells, transfers and assigns unto Assignee all of Assignor's right, title and interest in and to that certain Deed of Trust dated January 29, 1974, recorded February 5, 1974, in Book No. 171, Page 51, records of real estate Trust Deeds of DeSoto County, Mississippi, and as said Deed of Trust was amended and/or modified by that certain Modification and Reapportion Agreement dated August 28, 1974, and recorded August 29, 1974, in Book No. 179, Page 53, records of real estate Trust Deeds of DeSoto County, Mississippi.

WITNESS the signatures of the said parties on this the 22nd day of January, 1975.

UNION PLANTERS NATIONAL BANK

By Edward M. King, III
Assignor
v. p.

ATTEST:

J. H. Jennings
Assistant V.P.

Wallace E. Johnson
Wallace E. Johnson (Assignee)



STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Edward M. King, III and J. H. Jennings who acknowledge that they are Vice President and Asst. Vice Pres. Secretary of UNION PLANTERS NATIONAL BANK, 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 authorized so to do.

Given under my hand and official seal this the 22nd day of January, 1975.



Joyce E. Johnson
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 13, 1978

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me James E. Threlkeld, the undersigned notary public in and for said County, the within named WALLACE E. JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal this 23rd day of January, 1975.

James E. Threlkeld
Notary Public



My commission expires:
7-6-78

MID-SOUTH TITLE Co.
FILE No. 196937
(H-CURRY)

Recording fee - \$3.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 31 day of Jan. 1975, and that the same has been recorded in Book 183 Page 111 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$ 3.00 pd.

H. P. Ferguson
CLERK

H. B. Ferguson
CHANCERY CLERK

113

ASSIGNMENT

For value received, KELLY LAND AND INVESTMENTS, INC., assignor herein, does hereby assign, transfer and set over to Citizen's Bank, Ryhalia, Mississippi, all of its right, title and interest in and to that certain Deed of Trust given by Floyd C. Bolin and Jo Ann A. Bolin to James W. Amos, Trustee, in favor of Kelly Land and Investments, Inc., dated January 13, 1975, and recorded in Deed of Trust Book 183, Page 66, in the office of the Chancery Clerk of DeSoto County, Mississippi.

THIS the 15th day of January, 1975.

KELLY LAND AND INVESTMENTS, INC.

BY C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, President of Kelly Land and Investments, Inc., who acknowledged that he signed and delivered the above and foregoing Assignment on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 15th day of January, 1975.

Lucia C. Perry
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. 31 day of Jan. 1975, and that the same has been recorded in Book 183 Page 113 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$2.50 pd.

SEAL H. B. Ferguson CLERK

ASSIGNMENT

For value received, C. W. KELLY, assignor herein, does hereby assign, transfer and set over to Oxford Production Credit Association, all of his right, title and interest in and to that certain Deed of Trust given by James L. Ross and wife, Sharron K. Ross to James W. Amos, Trustee, in favor of C. W. Kelly, dated April 16, 1974, and recorded in Deed of Trust Book 174, Page 127, in the office of the Chancery Clerk of DeSoto County, Mississippi.

THIS the 27th day of January, 1975.

C. W. Kelly
C. W. KELLY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, 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 and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 27th day of January, 1975.

Linda C. Perry
Notary Public



My commission expires: Nov 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for recording at 9 o'clock 15 minutes A. M. 31 day of Jan. 1975, and was recorded in Book 183 Page 114 of said County.

Fee \$.50

31 Jan.
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
188 PAGE 395
THIS 31 DAY OF July 1975

115

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between STEVEN K. SMITH AND WIFE
SHERRI LYNN SMITH

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and
JAMES E. YOUNGBLOOD, ROBERT S. CURBO, C. W. KELLY, CARL GARGANO AND
JOHNNY A. WALLACE 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 FIVE HUNDRED AND 00/100-----DOLLARS
(\$ 11,500.00) evidenced by one 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:

Payable in 120 monthly installments of \$151.98 each, the first of said installments
being due and payable on or before the 15th day of March, 1975, with a
like installment being due and payable on or before the 15th day of each
successive 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

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

Lot 3 and the South half of Lot 2, Section A, College Grove Subdivision located
in Section 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.

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 1-55 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 the 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 of 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 to 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 29th day of January, 1975.

Steven K. Smith
STEVEN K. SMITH

Sherri Lynn Smith
SHERRI LYNN SMITH

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 STEVEN K. SMITH AND WIFE, SHERRI LYNN SMITH 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 29th day of January 1975.

My Commission Expires: *11/26* *John R. Latham*
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. 31 day of Jan. 1975, and that the same has been recorded in Book 183 Page 115 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$5.00 pd.

H. P. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between TONY FRANK PORTERA, JR.
AND WIFE, FREIDA A. PORTERA
of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and
JAMES E. YOUNGBLOOD, ROBERT S. CURSO, C. W. KELLY, CARL GARGANO AND
JOHNNY A. WALLACE 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 FIVE HUNDRED AND NO/100 DOLLARS
(\$ 10,500.00) evidenced by one 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:

Repayable in 120 equal monthly installments of \$138.76 each, the
first of said installments being due and payable on the 15th day of March,
1975, with a like installment being due and payable on or before the 15th day
of each successive 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

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

Lot 1 and the North half of Lot 2, Section A, College Grove Subdivision located
in Section 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.

COPIES OF AUTHORITY RECORDED IN BOOK

236 494
13 Jan 1972
H. G. Ferguson

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 heretofore 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 29th day of January, 19 75.

Tony Frank Portera Jr
TONY FRANK PORTERA, JR.

Freida A. Portera
FREIDA A. PORTERA

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 Tony Frank Portera, Jr., and wife, Freida A. Portera 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 29th day of January, 19 75.

My Commission Expires: 11/26/76 *[Signature]*
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. 31 day of Jan. 1975, and that the same is recorded in book 183 page 118.

5.00

31 Jan.

CANCELLED BY AUTHORITY RECORDED IN BOOK

223 PAGE 777
THIS 18 DAY OF April 1978

H. H. Ferguson
CHANCERY CLERK

121

LICENSED LENDER

FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Rd. Southaven, Mississippi 38671

NO. AND STREET

CITY

NO. 30402-2
MONTHLY INSTALLMENT DUE DATE 28th
MORTGAGORS—BORROWERS

LOAN DATE				1/24/75	
INTEREST (ODC) 1790.35	SERVICE CHARGE	COMBINED DISC. & CHARGE 1790.35	OFFICIAL FEES	TOTAL OF PMTS. CONTR. OF LOAN 5004.00	
NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE				FIRST PAYMENT DUE	PRINCIPAL AMT. OF LOAN 3213.65
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE				2/28/75	FINAL PAYMENT DUE 1/28/78
RATE				REGISTRATION DATE 1/29/75	

SPOUSE
Richard W. Covington Mary S.
2629 Whitehall
Southaven, Miss. 38671

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS, Robert Q. Whitwell, Attorney, Trustee, of the second part, hereinafter designated as TRUSTEE, and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY:

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement.

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument.

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:


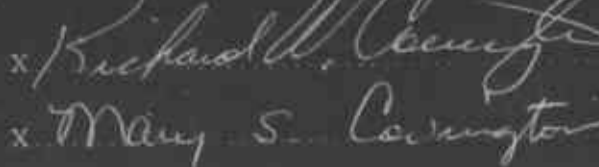
Lot 573, Section "C" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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 \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or 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 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, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise, this conveyance shall be void, otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this 24th day of January 1975
Signed in the presence of:

 X Richard W. Covington (SEAL)
 X Mary S. Covington (SEAL)
X _____ (SEAL)

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STATE OF MISSISSIPPI,

Desoto County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named Richard Covington and Mary S. Covington

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 24th day of JANUARY, 1975

My Commission Expires April 22, 1978

Rebecca A. McCarley



3.00 pd

FILED	1975	Notary Public	was filed for record	A.M., on	day of	19	Clerk	D.C.	K'S FEES	\$	\$	\$	\$	\$
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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A.M. 31 day of Jan. 1975, 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 31 day of Jan., 1975.

Fees \$3.00pd.

SEAL H. P. Ferguson, CLERK

RECORDED BY AUTHORITY RECORDED IN BOOK
324 PAGE 123
THIS 1 DAY OF Oct. 1984
H. H. Ferguson, Clerk
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between HUGH NOEL and wife,
LUTMILLA NOEL

of the first part, hereinafter designated as the Grantor,

RONALD L. TAYLOR Trustee, of the second part, hereinafter designated as Trustee, and
FAA FEDERAL CREDIT UNION #9639, P. O. Box 18087, Memphis, Tenn.

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
(\$ 10,000.00) evidenced by ONE promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 9% 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:

One Hundred Twenty (120) equal monthly payments of \$126.70, beginning
on December 20, 1974, and a like amount on the 20th day of each and
every succeeding month thereafter until the entire principal and
interest are paid in full.

Grantors reserve the right to prepay the indebtedness before
maturity without penalty.

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:
Part of the John A. Beaty part of Dr. W. W. Mitchell 53.8 acres in the
Southwest Quarter (SW ¼) of Section 10, Township 2, Range 6 West, DeSoto
County, Mississippi, more particularly described as follows:
Tract I: The west ½ of lot 2 of John A. Beaty's unrecorded subdivision;
beginning at a point in the north line of said 53.8 acre tract, 1532.5
feet south of the north line of said Southwest ¼ as measured along the
center of Mississippi State Highway 505 and north 87 degrees 11' east
1807.4 feet east of the east line of said highway; thence south 4 degrees
57' east 1079.1 feet to a point in college road; thence south 87 degrees
11' west 121.2 feet to a point; thence north 4 degrees 57' west 1079.1
feet to an iron pin in the north line of said 53.8 acre tract; thence
north 87 degrees 11' east 121.2 feet to the point of beginning; con-
taining 3 acres of land, and being the same property described in

warranty deed of record in Book 52, Page 33, in the records of Land Deeds in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tract II: The East $\frac{1}{2}$ of lot 3, of John A. Beaty's unrecorded subdivision; Beginning at an iron pin in the north line of said 53.8 acre tract, 1532.5 feet south of the north line of said Southwest $\frac{1}{4}$ as measured along the center of Mississippi State Highway 305 and north 87 degrees 11' east 1686.2 feet east of the east line of said highway; thence south 4 degrees 57' east 1079.1 feet to a point in College Road; thence south 87 degrees 11' west 121.2 feet to a point; thence north 4 degrees 57' west 1079.1 feet to a point in the north line of said 53.8 acre tract; thence north 87 degrees 11' east 121.2 feet to the point of beginning; containing 3 acres of land, and being all of that same property described in Warranty Deed of record in Book 52, Page 35, in the Records of Land Deeds 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, or any part thereof to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon 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 or 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 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 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 and 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 18th day of NOV. 1974.

Hugh Noel
HUGH NOEL
Lutmilla Noel
LUTMILLA NOEL

STATE OF MISSISSIPPI,
COUNTY OF DE SOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Hugh Noel and wife, Lutmilla Noel 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 18th day of November 1974.
My Commission Expires: April 28, 1978
Rose B. Loftis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 31 day of Jan. 1975, and that the same has been recorded in Book 183 Page 123 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$5.00 pd.
SEAL *H. P. Ferguson* CLERK

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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

Deed of Trust executed by Eudora Baptist Church
to Church Building & Savings Association

and recorded on page 164 of Book Number 112 of the Record of Deeds
in your office.

This 14 day of January, 19 75
BY: W. B. Rives
Executive Secretary-Treasurer
CHURCH BUILDING & SAVINGS ASSOCIATION

STATE OF MISSISSIPPI,
HINDS County

Personally appeared before me, Nathan Bullock

the undersigned authority in and for said county and state, the within named W. B. Rives, Executive Secretary-Treasurer of Church Building & Savings Association

who acknowledged that he signed and delivered the foregoing instrument on the
day and year therein mentioned, as his act and deed, being authorized so to do.

Given under my hand and official seal, at office, this 14 day of Jan. A. D. 1975.

My Commission Expires Aug. 9, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 31 day of Jan. 1975, and that the same has been
recorded in Book 183 Page 126 Records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 31 day of Jan. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

JAMES E. McGEHEE & COMPANY, INC., GRANTOR

TO

PARTIAL RELEASE

THOMPSON BROS. CONSTRUCTION CO., 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 Thompson Bros. Construction Co., Inc. to James E. McGehee and Company, Inc. being dated February 28, 1973 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Trust Deed Book 155, page 9 the hereinafter described land in Desoto County, Mississippi, as follows, to-wit:

Lot 40, Section A Revised, Lakewood Estates Subdivision in Section 23, Township 2, Range 7, as shown on the recorded plat of said subdivision in Plat Book 11, Page 1, 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 29th day of January, 1975.

JAMES E. McGEHEE & COMPANY, INC.

By *[Signature]*
President

STATE OF TENNESSEE

COUNTY 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 and Company, Inc. 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 29th day of January, 1975.

[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 2 o'clock 50 minutes P.M. 30 day of Jan. 1975, and that the same has been recorded in Trust Deed Book 183 127

4 Feb. 1975

[Signature]

2.50

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FOR REAL ESTATE, CHATTEL OR BOTH

Hercules Bowles, et ux,
Grantors

To { DEED OF TRUST
William F. Hagan, Trustee
for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 27th day of January 1975
between Hercules Bowles and wife, Vidia Bowles, parties

and T.P. Flinn, Jr., party

WITNESSETH, That whereas, said party ies of the first part, being indebted to the said party Y of the second part in the sum of Eight hundred dollars (\$800.00) 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 27, 1976.

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 --- Four Hundred Dollars (\$400.00) --- 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 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 hand, and all the crops of every kind to be grown by --- and --- during the year 1975, on the land that --- and ---

Beginning at the Southeast corner of the East Half of the Northwest Quarter of the Southwest Quarter of Section 30, Township 3, Range 9 West, thence north 208.75 feet to a stake; thence West 208.75 feet to a stake; thence South 208.75 feet to a stake; thence East 208.75 feet to the point of beginning, containing 1 acre, more or less, and being 1 acre in the southeast corner of the 20 acre tract now occupied by the grantor and further being a part of the 20 acres which A.D. Williams intended to convey to the grantor by Warranty Deed of date, February 12, 1934, of record in Book 24, Page 65.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

It is agreed that the house 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 the 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, 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 30th day 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 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, 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.
Hercules Bowles
Vidia Bowles

STATE OF MISSISSIPPI, DeSOTO COUNTY. the undersigned authority
Hercules Bowles and wife, Vidia Bowles, 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 31st day of January 1975
MY COMMISSION EXPIRES: 2/21/76 (SEAL) Jay L. Hancock 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 2 o'clock 30 minutes P.M. 31 day of Jan 1975, and that the same has been recorded in Book 183 Page 128 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. W. Ferguson CLERK

Paid, Satisfied and Cancelled
This 31st day of Jan 1977

T.P. Flinn, Jr.
Attest
H. W. Ferguson
Chancery Clerk

Assignment of this instrument Recorded in
Real Estate T 15 Book
No. 190 Page 393
This the 15 day of Sept. 1975
H. S. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate T 15 Book
No. 183 Page 231
This the 12 day of Feb 1975
H. S. Ferguson Clerk

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VA Form 28-6322 (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

THIS DEED OF TRUST, made and entered into this 21st day of January, 1975,
by and between

CHARLES L. JARRETT and wife, VELMA JARRETT

, 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 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:

Revised
Lot 10, Green Acres Subdivision, in Section 31, Township 3,
Range 7 West, as per plat thereof recorded in plat book 6,
pages 42-44, 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 Veteran's 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:

Assignment
Real Estate T 15
No. 362
Page 226
This the 15 day of April 1978
H. S. Ferguson
Clerk
DS.

SEARCHED BY AUTHORITY RECORDS SECTION
THIS 419 23 DAY OF OCT 1987
N.B. Ferguson
CHANCERY CLERK DS-DC

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 Six Thousand, Fifty and no/100----- Dollars (\$ 36,050.00, 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 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 Two Hundred Seventy One & 10/100 Dollars (\$ 271.10), commencing on the first day of March, 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 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. 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.

Charles L. Jarrett

Charles L. Jarrett

Velma Jarrett

Velma Jarrett

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 Charles L. Jarrett and Velma Jarrett, 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 21st day of January, 1975



Joyce B. Young

Notary Public

County, revenue on the day of 19

30

A. 183³ 199 Feb.

11

4 Feb.

5.00

28

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 1st day of July 19 74, made and executed by Earl E. Garner
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. 177 on page 189
of the Record of Trust Deeds, on the 3rd day of July, 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 31st day of January, 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 31st day of January, A. D. 19 75
My Commission Expires: Elois M. Barbee
My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 47844

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the above instrument was filed for record at 11 o'clock
30 minutes A. 3 7 th. 1975, and that the same has been
183 133
4 7 th 1975.
2.50
[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 March 19 72 made and executed by Winfred Lunsford and
wife, Elizabeth Lunsford 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. 139 on page 350
of the Record of Trust Deeds, on the 7th 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. This the 31st day of January, 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 31st day of January A. D. 19 75
My Commission Expires:
My Commission Expires Jan. 7, 1978
[Signature]
Notary Public



LAWRENCE-GREENTHROCK 27844

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 Feb. 1975, and that the same has been
recorded in Book 163 Page 134 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4 day of Feb. 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK


28

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 1st day of February 19 74, made and executed by U. G. Medley and wife
Joyce E. Medley 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. 171 on page 39
of the Record of Trust Deeds, on the 4th day of February, 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 31st day of January, 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 31st day of January, A. D. 19 75
My Commission Expires:
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DE SOTO COUNTY
This instrument was filed for record at 11 o'clock
30 A. 3 Feb.
183 135
4 Feb. 1975.

2.50




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 72, made and executed by Clifford N. L. Shipp and
wife, Etta Muse Shipp 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. 152 on page 263
of the Record of Trust Deeds, on the 2nd day of January, 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 31st day of Jan., 1975.

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 do so.

Given under my hand and seal of office this 31st day of January, A. D. 19 75
My Commission Expires:
My Commission Expires Jan. 7, 1978


Notary Public

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. 3 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 136 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. D. 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 24th day of May 19 73e, made and executed by James L. and Ruby L. Sanders
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. 159 on page 606
of the Record of Trust Deeds, on the 25th day of May, 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 31st day of January, 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 31st day of January, A. D. 19 75
My Commission Expires:
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

LAWRENCE-GREENWOOD 87944

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 137 records of REAL ESTATE TRUST DEEDS

2.50

4 Jan. 1975.
H. P. Ferguson

ASSIGNMENT OF NOTE

On October 3, 1974 Madge Harrison assigned to the Memphis Bank and Trust Company a promissory note dated December 27, 1973, payable to the order of Madge Harrison in the amount of Six Hundred Eighty Thousand Six Hundred Seventy-Four (\$680,674.00) Dollars, executed by Rebco Land Company, secured by Deed of Trust recorded in the Chancery Court Clerk's Office of Desoto County, Mississippi in Book 109, page 413. The purpose of said assignment was to secure the Memphis Bank and Trust Company the payment of a note to said Bank executed by Madge M. Harrison, and

WHEREAS, the said Madge M. Harrison has executed a note in the sum of Sixty Three Thousand Forty Eight and 58/100 (\$63,048.58) Dollars, dated January 30, 1975, and due January 30, 1976, payable to the Barretville Bank and Trust Company, said note being executed for the purpose of paying off the aforementioned note to the Memphis Bank and Trust Company.

In consideration of the payment of all sums due the Memphis Bank and Trust Company from Madge Harrison the said Memphis Bank and Trust Company, Memphis, Tennessee, hereby endorses, assigns and transfers all of its right, title and interest to the Barretville Bank and Trust Company, Barretville, Tennessee, in the aforementioned promissory note in the sum of Six Hundred Eighty Thousand Six Hundred Seventy-Four (\$680,674.00) Dollars, executed by Rebco Land Company and the Deed of Trust securing said note recorded in the Chancery Court Clerk's Office of Desoto County, Mississippi, in Book 109, page 413, and the said Madge Harrison joins in the execution of this assignment to the said Barretville Bank and Trust Company for the purpose of assigning her right, title and interest in and to said note as collateral security for the original Sixty-Three Thousand Forty Eight and 58/100 (\$63,048.58) Dollar note, executed by her, and hereby ratifies all acts in regard thereto by the Barretville Bank and Trust Company.

Executed this 30th day of January, 1975.

MEMPHIS BANK AND TRUST COMPANY

BY Jimmie R. Perkins
Madge M. Harrison
Madge M. Harrison

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 30 day of January, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared
Madge M. Harrison
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.
WITNESS my hand and Notarial Seal at office the day and year above written.

[Signature]
Notary Public

My Commission expires: 10/9/78
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jimmie R. Perkins, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ~~tax~~ an Officer of Memphis Bank and Trust Company, the within named bargainor, a corporation, and that he as such 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 Officer.

WITNESS my hand and seal at office in Memphis, Tennessee, this 30th day of January, 1975.

[Signature]
Notary Public

My commission expires: 10/4/78
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 Feb. 1975, and that the same has been recorded in Book 183 Page 138 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Feb. 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That CREDIT THRIFT OF AMERICA, INC. of Memphis, Tennessee, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 19th day of February, 1974, made and executed by William Lee Miller and wife, Martha B. Miller, 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. 171, Page 600, of the Record of Trust Deeds, on the 28th day of February, 1974, 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 30th day of January, 1975.

ATTEST: CREDIT THRIFT OF AMERICA, INC.
Velda McCrory By: *Joseph L. Crouch, Jr.*

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, THE within named Joseph L. Crouch, Jr. and Velda McCrory who acknowledged as Manager and Agent, for and on behalf of and by the authority of CREDIT THRIFT OF AMERICA, INC., they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein contained.

GIVEN UNDER MY HAND and seal of office, this the 30th day of January, 1975.

My Commission expires: *Michael J. Metten*
Notary Public

MY COMMISSION EXPIRES JUNE 24, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 3 day of Feb. 1975, and that the same has been recorded in Book 183 Page 139 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 4 day of Feb. 1975.

2.50

H. P. Ferguson

140

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

DONALD L. FLEMMONS and wife, ROSE ANN M. FLEMMONS,

to C. B. Henley, Trustee, for the benefit of Bailey
Mortgage Company, dated January 20, 1975, securing a note in
the sum of \$31,450.00 recorded in Book 182, Page 661,
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 23rd day of January, 1975.

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 23rd day of
January, 1975.



Margaret Jacqueline Moore
NOTARY PUBLIC

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
15 minutes A.M. 3 day of Feb 1975, and that the same has been recorded
in Book 183 Page 140 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4 day of Feb. 1975.

Fees \$2.50 pd.

SEAL A. D. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
276 PAGE 340
THIS 2 DAY OF Sept. 19 81
H. D. Ferguson
CHANCERY CLERK

141

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between ROBERT L. KERR

of the first part, hereinafter designated as the Grantor,
JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and
CITIZENS 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
TWENTY THOUSAND AND NO/100- - - - - DOLLARS
(\$ 20,000.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of TEN 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 PAYABLE ON OR BEFORE JANUARY 23rd, 1976

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

DE SOTO COUNTY MISSISSIPPI

State of Mississippi, and more particularly described as follows, to-wit:
3.24 acres, more or less, in the Northeast Quarter of Section 33, Township 1, Range 6, DeSoto County, Mississippi, being more particularly described as BEGINNING at a point in the South right of way of Goodman Road, said point being the Northwest corner of the U. S. Post Office lot and also being 608.6 feet West of the East line of Section 33, Township 1, Range 6 West as measured along said right of way; thence South 2 degrees 57' East along the U. S. Post Office Lot and projection thereof 300.0 feet to a point; thence South 86 degrees 43' West and parallel to said right of way, 372 feet to a point in the East line of the Maxwell tract; thence along said Maxwell East line as follows: North 47 degrees 53' west 85.63 feet; North 36 degrees 46' West 55.47 feet, North 20degrees 32' West 135.0 feet; North 45 degrees 00' West 85.63 feet to a point in said road right of way; thence North 86 degrees 43' East along said right of way 560.92 feet to the point of BEGINNING and containing 3.24 acres, more or less. All bearings are magnetic.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
276 PAGE 232
THIS 27 DAY OF August 19 81
H. D. 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 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 wastes 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 23rd day of Jan 19 75

[Signature]
ROBERT L. KERR



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 L. Kerr

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 23rd day of January 19 75

My Commission Expires: May 18, 1976 *[Signature]*
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. 4 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 141 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 5 day of Feb. 1975.

Fees \$ 5.00 pd.

SEAL *[Signature]* CTFRV

N. D. 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

Herbert Hunt

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 Nine Thousand Five Hundred and No/100-----DOLLARS

(\$ 29,500.00) evidenced by 1 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 31st day of JANUARY, 1976.

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 18, Section "A" Pleasant Hill Estates East Subdivision as shown by Plat appearing of record in Plat Book 11, Page 4-8 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 7, Township 2 South, Range 6 West, DeSoto County, Mississippi.

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.

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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 31ST day of JANUARY 1975.



Herbert Hunt
Herbert Hunt

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 Hunt

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 31st day of January, 1975.

My Commission Expires: May 18, 1976

Abelie B. Jones
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. 4 day of Feb. 1975, and that the same has been recorded in Book 183 Page 144 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 5 day of Feb.

5.00

Abelie B. Jones

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.

Danny H. Flippo

Danny H. Flippo

Paula R. Flippo

Paula R. Flippo

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 Paula R. Flippo, 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 February, 1975.

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 10 o'clock 30 minutes A.M. 5 day of Feb 1975, and that the same has been recorded in Book 183 Page 171 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

10:00 A.M.
d County, conveyance
ce on the
day of
19
February



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

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 Nine Hundred & no/100^hllars (\$ 28,900.00), 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, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Seven & 21/100 Dollars (\$ 207.21), commencing on the first day of April, 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 March, 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, ~~in accordance with an amortization schedule~~ or in accordance with an 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,

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 194 Page 302
This the 15 day of Dec 1975

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 183 Page 251
This the 13 day of Feb 1975

171

VA Form 25-5222 (Home Loan)
Revised January 1974. Use Optional Section 1919, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 3rd day of February, 1975, by and between

DANNY H. FLIPPO and wife, PAULA R. FLIPPO

C. B. Henley, hereinafter called the Grantor;
W. E. Davis, 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, 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 235, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with Ruud water heater, model #RP40M-2, serial #M97316829; G. E. Disposal, model #GFC110, serial #TT145774B 42; G. E. Dishwasher, model #GSD251, serial #DT609156B 41; G. E. Range, model #J M72 R, serial #T322566G 23; Fedders Furnace, model #105N3D, serial #CH863222; Tappan Air Conditioning, model #CM36-41-T, serial #74K32145; and all carpeting located 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.

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;

RECORDED IN BOOK
1705
244
W. E. Davis
CLERK
April 2003
W. E. Davis

RECORDED IN BOOK
1705
244
W. E. Davis
CLERK
April 2003
W. E. Davis

Bailey mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate BOOK
NO. 749 PAGE 307
THIS THE 28 DAY OF Feb, 1995
W. E. Davis
CHANCERY CLERK
By: m. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 252 Page 35
This the 8 day of Nov, 1979
W. E. Davis Clerk

THIS 28 DAY OF May 1979

H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 31st day of January, 1975, between WILBUR L. BATES and wife, CAROLYN BATES, 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 SIX THOUSAND ONE HUNDRED NINETY-FIVE and 36/100 DOLLARS (\$6,195.36), which includes principal and interest, repayable in 48 equal monthly installments of \$129.07 each, beginning March 3, 1975, and due and payable the 3rd day of each month thereafter until whole of indebtedness is 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 42, Section A, Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, 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 131, Page 312, 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.

Wilbur L. Bates
Wilbur L. Bates

Carolyn Bates
Carolyn Bates

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Wilbur L. Bates and Carolyn Bates, 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 30th day of January, 1975.

My Commission expires:

Bette M. Braswell
Notary Public

My Commission Expires Feb. 19, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no. A. 183 5 170 Feb. 7, 1975, and that the same has been recorded in Book 170, Page 170, STATE TRUST DEEDS

7 Feb. 1975

H. D. Ferguson

2.50

170

CANCELLED BY AUTHORITY RECORDED IN BOOK
1988
THIS 27 DAY OF April 1976
H. D. Ferguson
CHANCERY CLERK

This Release is ~~not~~ set aside by Corrected
Partial Release Recorded in R/S. Trust Deed
Book 186, Page 508 June 12, 1975
H. G. Ferguson, Clerk 169

Lot 158, HH - Flemmons

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 February 15, 1973, and given by B. G. & T. Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 154, Page 181, in your office, same having been fully paid and satisfied.

EXECUTED this the 24 day of January, 1975.

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 24 day of January, 1975.

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 10 o'clock no minutes A. M. 5 day of Feb. 1975, and that the same has been recorded in Book 183 Page 169 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

168

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The First National Bank
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 29 day of August 19 73 made and executed by R. A. Whitten
of The 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. 170 on page 102
of the Record of Trust Deeds, on the 14 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
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.

THE FIRST NATIONAL BANK OF MEMPHIS

Frank R. Bloom
FRANK R. BLOOM, VICE PRESIDENT

Tennessee }
STATE OF MISSISSIPPI }
DeSoto County. }
Shelby, County

Personally came and appeared before me, the undersigned authority, Hazel Sewell
in and for County and State aforesaid, Frank R. Bloom 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 February, A. D. 19 75

Hazel Sewell

MY COMMISSION EXPIRES FEB. 24, 1976

Notary Public

LAWRENCE-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 5 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 168 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 7 day of Feb. 1975.

2.58

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The First National Bank
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 26 day of February 19 69, made and executed by R. A. Whitten
of _____ to First National Bank of Memphis
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. 108 on page 59
of the Record of Trust Deeds, on the 28 day of February, 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.



Tennessee
STATE OF MISSISSIPPI }
~~DeSoto County~~ }
Shelby County

The First National Bank of Memphis
Frank Bloom
Frank Bloom, Vice President



Personally came and appeared before me, the undersigned authority Hazel Sewell
in and for County and State aforesaid, Frank Bloom 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 3rd day of February A. D. 19 76

Hazel Sewell

MY COMMISSION EXPIRES FEB. 24, 1976

Notary Public

LAMARCO-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 5 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 167 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

This 21 day of Feb 1975

166

The Hernando Bank
By B. P. Coan & C. J. Bowman

Attest

Thomas P. Steele, et al
Grantors

FOR REAL ESTATE, CHATTEL OR BOTH

THIS INDENTURE, Made this 21st day of February 1975

between Thomas P. Steele and wife, Verlie S. Steele

To DEED OF TRUST

The Hernando Bank,
Beneficiary

WITNESSETH, That whereas, said part ies of the first part, being entitled to the said party of the second part in the sum of ELEVEN THOUSAND ONE HUNDRED TWENTY-TWO and 80/100 DOLLARS (\$11,122.80), including both principal and interest, and being due and repayable in 60 equal monthly installments of \$185.38 each with the first monthly installment being due and payable on or before March 10, 1975 and being interest from maturity as provided in the promissory note of even date herewith.

and say further amount that the party of the second part may furnish the party of the first part during the year 1975 to be used in the 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 L. Rone 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 may be raised on the land, 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, either as landlord or tenant or otherwise, during the year 1975 on the land that may be cultivated, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

The following described property in DeSoto County, Mississippi described as follows, to-wit:

A tract or parcel of land lying and being situate in the Southwest Quarter of Section 30, Township 3 South, Range 7 West, and more particularly described as commencing at an iron pipe in the East line of U. S. Highway 51, 100 feet wide, a distance of 1,350 feet southwardly as measured along said line from its intersection with the south line of Belmont Road and running thence eastwardly parallel to the north line of the Oswalt 1.13 acre lot passing the most southerly southwest corner of the Oswalt 1.13 acre lot at 98.8 feet and continuing a further distance of 31.9 feet in all, a total distance of 130.7 feet to the point of BEGINNING; thence 391.21 feet east to a point; thence South 534 feet to a point; thence West 313 feet to a point being the southeast corner of Tom B. Flinn's one acre tract; thence north along the Tom B. Flinn east line 208.75 feet to a point being the northeast corner of the Tom B. Flinn lot; thence west 78.05 feet to a point; thence north 326.3 feet along the east of Ellen B. Flinn's one acre lot to the point of beginning and containing 4 1/4 acres, more or less, and being part of the 7.5 acre tract conveyed to Ellen B. Flinn by M. H. Vernon recorded in Deed Book 43, page 269 in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO a road easement as a means of ingress and egress 50 feet wide, beginning at a point on the east line of Highway 51 and extending across the southern part of the former Mrs. Ellen B. Flinn's one acre lot running in an easterly direction to the lot described above. The lot described herein is shown by a Plat recorded in Plat Book 4, page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi, and further subject to any encroachments or easements or boundary line disputes that might be shown by a current accurate survey, and possible fence line encroachments on the East side.

The Grantors reserve the right to pay all or any part of the above indebtedness before maturity without penalty.

A failure to pay said installments 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.

The Grantors covenant and agree to secure, keep and maintain, fire and extended insurance coverage on any buildings located on the above described property with loss payable clause in favor of The Hernando Bank, as interest may appear, in an amount as required by said Lender.

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 in or before the 10th day of February 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 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 & the date written above.

Witness

Thomas P. Steele
Thomas P. Steele
Verlie S. Steele

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Thomas P. Steele and wife, Verlie S. Steele,

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

Gave under my hand and official seal, this 5th day of February 1975.

MY COMMISSION EXPIRES
MARCH 24, 1975

(SEAL)

By

Sarah J. Johnson
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. day of Feb. 1975, and that the same has been recorded in Book 183 Page 166 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of Feb. 1975.

Fee 2.50

H. P. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Don W. Gullett, et ux,
GRANTORS

TO
DEED OF TRUST

Richard J. Lee, Trustee
for The Hernando Bank,
Hernando, Mississippi,

Beneficiary
& 80/100 dollars (\$23,635.80) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 60 monthly installments of \$393.93 each, the first installment to become due and payable on or before the 10th day of March, 1975, and one installment payable on or before the same date of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

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 & which includes \$8,000.00 note secured by financing statement \$10,000.00 payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party IES of the first part paid by Richard J. Lee Trustee, the part IES of the first part has VE this day granted,

Tract I:
Part of Lot 39 as same appears on the Official Map of the Town of Hernando, situated in Section 18, Township 3, Range 7 West, more particularly described as follows: BEGINNING at a point in the southwest line of Railroad Avenue 177.70 feet southeast of the intersection of the southwest line of Railroad Avenue and the east line of Mt. Pleasant Road Extended; thence southeasterly along the southwest line of Railroad Avenue 198.55 feet to a point; thence southwardly making an angle in the southwest quadrant of 118° 56' 22" 105.0 feet to a point; thence northwestwardly making an angle in the northwest quadrant of 76° 20' 40" 188.84 feet to a point; thence northwardly making an angle in the northeast quadrant of 100° 05' 25.5" 156.79 feet, to the point of beginning, making an angle in the southeast quadrant of 64° 37' 34.5" and containing 23,677.21 square feet or 0.544 acres.

TRACT II: Five (5) acres situated in the Northeast quarter of Section 14, Township 3, Range 7 West, and more particularly described by metes and bounds as follows: Commencing at the northeast corner of said Section 14, thence West 512.2 feet along the North line of said Section and being the south line of W.S. Anderson estate tract, to the point of beginning; thence south along the west line of the Marilyn Scott tract 572.7 feet to a point; thence west 389.5 feet to a point; thence North 547.3 feet to a point in the north line of said Section; thence east 388.7 feet along said north line of said Section to the point of beginning, and containing 5 acres, more or less, and as said lands are shown by Description and plat drawing made by J.E. Lauderdale, C.E., dated June 12, 1974.

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. 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.

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 the 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, 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 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 in 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 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.
Witness Don W. Gullett
Sidney W. Gullett

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Don W. Gullett and wife, Sidney W. Gullett, 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 5 day of February 1975
COMMISSION EXPIRES: 8-11-76 (SEAL) Raye S. ...
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 1 o'clock no minutes P. M. 5 day of Feb. 1975, and that the same has been recorded in Book 183 Page 165 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.
Fees 2.50 pd. W P A.

164

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named MRS. DOROTHY C. JONES, (a/k/a / ~~and~~ Dorothy C. Jones and Dorothy Jones), and
husband, OPHER H. JONES), (a/k/a O. H. Jones),

who acknowledged to me that he y 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 29th day of January, 19 75

Walter B. Hay

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, Walter B. Hay,
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
5 day of Feb., 1975,
at 1:45 o'clock P. M., and was
recorded in Book 183 Page 161
of the land Mortgage Records of said County,
on the 5 day of Feb., 1975.

Clerk of the Court of Chancery

By

Fee 5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
45 minutes P. M., 5 day of Feb., 1975, and that the same has been
recorded in Book 183 Page 161 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Feb., 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson

CLERK

(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 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 hereto 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.

Mrs. Dorothy C. Jones

 MRS. DOROTHY C. JONES

O. H. Jones

 O. H. JONES

(a/k/a O. H. JONES)

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

Assignment of this instrument recorded in
Real Estate TIP
No. 299 Page 705
File No. 5 day of July 1983
N. M. Ferguson

161

N. M. S. & L. LOAN NUMBER
HE-351

DEED OF TRUST

This Deed of Trust, made this 29th day of January, 1975, between MRS. DOROTHY C. JONES, (a/k/a Dorothy C. Jones and Dorothy Jones), and husband, OPHER H. JONES, (a/k/a O. H. Jones), 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 TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00), 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, 1993, 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:

Lying and being situated in Section 34, Township 2 South, Range 7 West, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

2.831 Acres, more or less, located in the Northeast 1/3 of Section 34, Township 2 South, Range 7 West, DeSoto County, Mississippi, described as: BEGINNING at the Southwest Corner of the Northeast 1/3 of said Section 34; thence North 0° 20' 30" East for a distance of 190.0 feet to the Point of Beginning; thence North 0° 20' 30" East for a distance of 200.0 feet; thence South 89° 34' 30" East 427.87 feet; thence South 0° 20' 30" West for a distance of 390.0 feet; thence North 89° 34' 30" West for a distance of 198.67 feet; thence North 0° 20' 30" East for a distance of 190.0 feet; thence North 89° 34' 30" West for a distance of 229.2 feet to Point of Beginning; as shown on Survey Plat of Boyd B. Greene, P. E., dated August 6, 1974.

ALSO: That certain Easement for ingress and egress as set forth in Deed from Mrs. Dorothy C. Jones, and Opher H. Jones, dated January 23, 1975, recorded in Book 110 at Page 478 of the deed records 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 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").

CANCELLED BY AUTHORITY RECORDED IN BOOK
346 PAGE 348
3 DAY: Sept 1985
N. M. Ferguson
CHANCERY CLERK DS.

160

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 19th day of June 19 68, made and executed by Calvin Murphy and wife,
Mrs. Nora S. Murphy 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. 102 on page 341
of the Record of Trust Deeds, on the 21st day of June, 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.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority [Signature]
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 29th day of January A. D. 19 75



[Signature]
My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 4 day of Feb 1975, and that the same has been
recorded in book 183 - 160 RECORD OF REAL ESTATE TRUST DEEDS

2.50

5 Feb 1975.
H. P. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

Henders Boiler and Tank Company, Grantor

To DEED OF TRUST

Orma L. Henders, Jr., Beneficiary

THIS INDENTURE, Made this 1st day of January 1975 between Henders Boiler and Tank Company

and Orma L. Henders, Jr.

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 One Hundred Forty-nine Thousand Dollars (\$149,000.00) evidenced by one promissory note bearing interest as provided in the note, the last installment due January 1, 1984.

and any further amount that the party of the second part may furnish the party of the first part during the term of the note... Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Joel P. Walker 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... land in DeSoto County, Mississippi described as follows, to-wit:

The land in DeSoto County, Mississippi described as follows, to-wit:
19.73 acres, more or less, in the Northeast Quarter of Section 34 in the Northwest Quarter of Section 35 in Township 1, Range 8 West, described as beginning at the intersection of the south line of the Northeast Quarter of said Section 34 and the east right of way line of the Illinois Central Railroad (100 feet wide); thence north 84° 45' east with the south line of the Northeast Quarter of Section 34, and the south line of the Northwest Quarter of Section 35 a distance of 702.9 feet to an iron pin; thence north 2° 45' west along a fence line 1,206.5 feet to an iron pin; thence south 77° 45' west along a fence line 475.2 feet to an iron pin; thence south 73° 30' west along the fence line 378 feet to an iron pin; then continuing south 73° 30' west 22 feet to a point in the east line of the railroad; thence southward with the east line of the Illinois Central Railroad right of way on a curve to the right 1,067.9 feet to the point of beginning.

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 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 on or before the 1st day of January 1984, 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 disbursed 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.
HENDERS BOILER AND TANK COMPANY
By Orma L. Henders, Jr. President

Tennessee, Shelby
STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named Orma L. Henders, Jr., as President of Henders Boiler and Tank Co.

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 Third day of February 1975
(SEAL) Wanda J. Smith, Notary (7/5/78)

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 4 day of Feb. 1975, and that the same has been recorded in Book 183 Page 159 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of Feb 1975.

Fees \$2.50 pd.
SEAL H. P. Ferguson, CLERK

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 S. McKim and wife, Donna G. McKim
 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 29th day of January, 19 75.

My Commission expires: 8/29/77 [Signature]
 Notary Public.

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 S. McKim and wife, Donna G. McKim, 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 29th day of January, 1975.

My commission expires: 9/13/78

[Signature]
 Notary Public

Return to:

Complain
 MID-SOUTH TITLE
 12 SO. N
 MEMPHIS, TN

TRUST

FROM
 ROBERT S. MCKIM
 DONNA G. MCKIM
 TO
 HERSHEL CROWELL
 FOR THE U
 GINO ANGELETTI

STATE OF MISSISSIPPI
 County of DeSoto

I, [Signature]
 of the Chancery Court and
 for the County and State
 certify that the within in
 was filed for record in my
 day of [Signature]
 at [Signature] o'clock M., an
 duly recorded in Trust Deed
 Page [Signature]
 WITNESS my hand an
 day of [Signature]

TITLE INSURANCE is the
 protection against real es
 400 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 4 day of Feb. 1975, and that the same has been
 recorded in Book 183 Page 157 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 5 day of Feb. 1975.

Fees \$4.00 pd.
 SEAL [Signature] CLERK

This Instrument was prepared
by Herschel Crowley, Jr., Attorney
3119 Poplar Ave., Memphis, Tenn.

This Indenture, made by and between ROBERT S. MCKIM and wife, DONNA G. MCKIM

party of the first part; HERSCHEL CROWLEY, JR. party of the second part, as Trustee; and
GINO ANGELETTI

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 3115, Section 0, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat recorded in Plat Book 5, pages 12 and 13, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

The property herein conveyed is encumbered by a lien of a deed of trust of record in Book 111, page 465, in the office of the Chancery Court Clerk of DeSoto County, Miss. 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 6% 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.

This conveyance is made in trust, however, to secure the payment of \$4,500.00, evidenced by the following promissory ~~note of even date herewith~~ one amortized note of even date herewith in the principal amount of \$4,500.00, executed by the parties of the first part, payable to the order of Gino Angeletti, bearing interest at 6% per annum from February 1, 1975. Said principal and interest are payable in the following manner, to-wit: ONE HUNDRED THIRTY-SIX AND 90/100 (\$136.90) Dollars on the 1st day of March, 1975, and a like amount on the 1st day of each and every month thereafter to and including January 1, 1978, and on February 1, 1978, the balance of said principal sum and interest thereon, which said monthly payments shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of six per cent (6%) per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal of this note. All installments are payable at 1288 Harbert Avenue, Memphis, Tennessee, 38104, 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 29th day of January, 1975

Robert S. McKim
Robert S. McKim
Donna G. McKim
Donna G. McKim

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 22 day of January 1975.

Dudley R. Bumpous
DUDLEY R. BUMPOUS
Janie I. Bumpous
JANIE I. BUMPOUS

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

DUDLEY R. BUMPOUS AND WIFE, JANIE I. BUMPOUS 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 22nd day of January 1975.

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
mo. *no* *A* 183 4 153 day of *Feb.* 1975, and that the same has been

5 *Feb.*

5.00

Linda C. Perry

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 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.

part of the same property conveyed to Nellie Sue Ingram Greenwood by Deed of Record in Deed Book 43, Page 74, Land Deed Records, DeSoto Co., Miss.

TRACT TWO: Beginning at an old iron pin, the southeast corner of Section 24, Township 3, Range 6 West, thence with the east line of said section 24, north 7 degrees 0 minutes west 886.0 ft. to a stake; thence parallel with the south line of said section south 84 degrees 4 minutes west 1320.0 ft. to a stake; thence south 7 degrees 1 minute east 886.0 ft. to a stake in the south line of said section 24; thence north 84 degrees 4 minutes east 1320 ft. to the point of beginning; containing 26.84 acres lying in section 24, township 3, range 6, and being parcel 12 as shown in deed of record from Agnes Ingram, et al, to Mrs. Janie Ingram Bumpous as shown in Deed Book 43, Page 73, Land Deed Records, DeSoto County, Mississippi.

TRACT THREE: Beginning at a point in the center of Ingram's Mill-Cockrum Road, said point being in the west line of Section 18, southwest corner of said section, thence continuing with the center of said road and said section line north 6 degrees 43 minutes west 633.6 ft. to a point; thence north 83 degrees 53 minutes east and parallel with the north line of the southwest quarter of said section 18, a distance of 2,702.8 ft. to a point in the east line of said southwest quarter; thence with the said quarter section line south 6 degrees 57 minutes east 359.5 ft. to a point in the north line of a 2 acre tract; thence with the north line of said 2 acre tract south 83 degrees 03 minutes west 4.0 ft. to a point, northwest corner of said 2 acre tract; thence with the west line of said 2 acre tract south 6 degrees 57 minutes east 208.7 ft. to a point, the southwest corner of said 2 acre tract; thence with the south line of said 2 acre tract north 83 degrees 03 minutes east 4.0 ft. to a point, the northwest corner of another 2 acre tract; thence with the west line of second 2 acre tract south 15 degrees 11 minutes east 66.2 ft. to a point; thence westwardly and parallel with the north line of said southwest quarter south 83 degrees 53 minutes west 2,716.1 ft. to the point of beginning, containing 39.33 acres.

TRACT FOUR: 40 acres, more or less, in the southwest quarter of Section 19, Township 3 South, Range 5 West, and being more particularly described as commencing at the southwest corner of said southwest quarter of section 19, township 3, range 5 west, thence run east along the south line of said section 1,338 ft. to the point of beginning of the hereinafter described tract, said point being the southwest corner of the 80 acre tract conveyed to J. K. Ingram as shown by deed of record in Deed Book 16, Page 368; thence run north 1600 ft. more or less to the Redbanks drainage ditch; thence running parallel with said drainage ditch run in a southeasterly direction 1600 ft., more or less, to a point in the east line of the original J. K. Ingram 80 acre tract; thence run south 800 ft., more or less, to a point in the south line of said section 19; thence with the south line of said section 19 run west 1,838 ft. to the point of beginning and containing 40 acres, more or less, and being all that part of the 80 acre tract conveyed to J. K. Ingram as shown by deed of record in Deed Book 16, Page 368, south of Redbanks drainage ditch.

SEE ADDENDUM FOR ADDITIONAL DESCRIPTIONS

ADDENDUM:

TRACT FIVE: 20 acres, more or less, in the northeast quarter of section 19, Township 3, Range 5 and being more particularly described as beginning at the northeast corner of the southwest quarter of said section 19, township 3, range 5 west; thence east 1,320 ft. to a point; thence north 660 ft. to a point; thence west 1,320 ft. to a point; thence south 660 ft. to a point and containing 20 acres, more or less, less and except, the parcel of land triangular in shape and being on the east side of Redbanks Road as it transgresses the above described tract and being more particularly described as beginning at the northeast corner of the above described 20 acre tract; thence west 540 ft. to a point in the right-of-way of Redbanks Road; thence in a southeasterly direction with said Redbanks Road to a point in the east boundary line of the above described 20 acre tract, thence north 275 ft., more or less, to the point of beginning.

TRACT SIX: 10 acres, more or less, in the northwest quarter of Section 19, Township 3, Range 5 West and being more particularly described as beginning at the southeast corner of the northwest quarter of said section; thence due north along the half section line 660 ft. to a point; thence west 675 ft. to a point; thence south 660 ft. to a point in the south line of said northwest quarter; thence east with the south line of said northwest quarter 675 ft. to the point of beginning and containing 10 acres, more or less, and being the east half of that certain 20 acre tract formerly known as the J. K. Ingram tract.

TRACT SEVEN: 1.57 acres, more or less, in the northeast quarter of section 19, Township 3, Range 5 West and being more particularly described as commencing at the southeast corner of the original J. K. Ingram 20 acre tract; thence north 361 ft. to a point in the center of Redbanks Road; thence running with the center of said road 186.8 ft. to a point; thence due south 346 ft. to a point; thence due west 186.2 ft. to the point of beginning and containing 1.57 acres as shown by a survey of R. L. Cooper, dated June, 1954.

303 PAGE 227
7 DAY OF Sept. 19 83
W. B. Ferguson
CHANCERY

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
DUDLEY R. BUMPOUS AND WIFE, JANIE I. BUMPOUS, (also known as Janie Ingram Bumpous)
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
TWENTY FIVE THOUSAND AND NO/100 _____ DOLLARS
(\$ 25,000.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 12 1/4 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:

Being payable in five yearly installments of \$5,000.00 plus interest on each,
the first of said installments being due and payable on or before the 20th
day of January, 1976, and a like installment being due and payable on the 20th
day of January each succeeding year 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

DEBOTO COUNTY

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

TRACT ONE: 27.28 acres in Section 19, Township 3, Range 5 West, being more particularly
described as follows, to-wit: Beginning at a stake in the West line of Section 19, Township
3, Range 5 West, said stake being 660.0 feet northwardly from the southwest corner of said
section 19; thence north 7 degrees 01 minutes west 886.0 feet to a stake in said section line;
thence north 84 degrees 04 minutes east and parallel with the south line of said section
1343.3 feet to a stake in the west line of J.K. Ingram's 81.94 acre tract; thence south 6
degrees 48 minutes east with the line of said Ingram's tract 886.0 feet to the northeast
corner of a 20.3 acre tract; thence south 6 degrees 48 minutes east with the west line of
said Ingram's tract 886.0 ft. to the northeast corner of a 20.3 acre tract; thence with the
north line of said 20.3 acre tract south 84 degrees 04 minutes west 1340.0 ft. to the point
of beginning; containing 27.28 acres of land, as shown by the map of Mrs. Nora Spears'
property in Section 24, Township 3, Range 6 West and in Sections 18 and 19, Township 3,
Range 5, DeSoto County, Mississippi, made by R. L. Cooper, P.E., in June, 1954, and being

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87-5

P-130916

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 W. E. MANNING and wife, INEZ C. MANNING

to George R. Fulton, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 311 of Book 54 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 16th day of January, 1975

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

APPROVED

By [Signature]
E.J. Binkley Asst. Vice President

State of New York }
County of New York }

On this 16th day of January, 1975, 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 ^{Asst.} 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 ^{Asst.} 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]
VIVIAN LETEMPA
Notary Public, State of New York No. 01-7438120
Qualified in Bronx 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 10 o'clock no minutes A of 4 day of Feb., 1975, and that the same has been recorded in Book 183 of Page 152 of the Records of Deeds.

2.50

5 Feb. 1975
[Signature]

FOR REAL ESTATE, CHATTEL OR BOTH

Lucy Nichols, a widow

To DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 3rd day of February 1975
between Lucy Nichols, widow of Sullivan Nichols, deceased

and The Hernando Bank of the first part,
if the second part,

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 Twenty and No/100 -Dollars

(\$1,020.00) evidenced by her one installment note of even date and for said amount and due in 24 equal monthly installments of \$42.50 each, with the first of said installments due on or before March 5, 1975, and one of said installments due on or before the 5th day of each succeeding month thereafter until said debt is paid in full, and which note bears 10% interest per annum from maturity.

and any further amount that the party of the second part may furnish the party of the first part during the term of the note, and in consideration of the premises, and of the sum of One Dollar to the part of the first part

paid by F. C. Holmes, Jr. Trustee, the part 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

are by 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

map exhibits in cause to be cultivated, as landlord or tenant and all farming implements of every kind and

The lands situated in DeSoto County Mississippi, and described as follows:

First Party's undivided one/Fifth interest in and to 38 acres, more or less, situated in the Southwest Quarter of Section Thirty Three (33), Township Two (2), Range Nine (9) West, and more particularly described as follows:

The Southeast Quarter of the Southwest Quarter of said Section 33, Township 2, Range 9 West, BUT LESS AND EXCEPT THEREFROM 2 acres in the shape of a rectangle situated in the extreme Southeast corner of said 40 acre tract, and which said exception is more particularly described in deed from Sullivan Nichols and wife, Lucy Nichols, to L. C. Pate and wife, dated March 17, 1962 and of record in Book 52, Page 353 of the Deed records of DeSoto County,

First Party understands and agrees that the failure to pay any one of the aforementioned installments of principal and interest when due shall operate at the option of the owner or holder of said note to mature the entire debt and the same may be declared at once due and payable.

First Party further warrants that she constitutes the widow of Sullivan Nichols, deceased, and he died intestate in the year 1963 leaving surviving him as his sole heirs at law First Party, his widow, and 4 adult children by his first wife.

This trust deed is in renewal and extension of a prior Trust Deed in favor of The Hernando Bank dated February 25, 1974, and recorded in Real Estate Trust Deeds of DeSoto County, Mississippi in Book No. 171, Page 494 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 forthwith 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 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 returned 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 BY signature the date written above.
Lucy NICHOLS

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned Notary Public
Lucy Nichols, a widow, of said County, the within named

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 3rd day of February 1975
My Commission Expires: (SEAL) Jan 7, 1978
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. 4 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 151 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 5 day of Feb. 1975.

Fees \$2.50 pd.
H. P. Ferguson, CLERK
This 31 day of July 1979
Attest
H. P. Ferguson
Clerk

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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.

Malcolm E. Holmes, Jr.
Malcolm E. Holmes, Jr.
Patsie Marie Potter Holmes
Patsie Marie Potter Holmes

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 Malcolm E. Holmes, Jr. and Patsie Marie Potter Holmes, 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 January, 1975

Joyce B. Young
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. 4 day of Feb. 1975, and that the same has been recorded in Book 183 Page 147 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 5 day of Feb. 1975.
\$5.00
H. P. Ferguson CLERK

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 10 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

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 Two Thousand, Nine Hundred Fifty Dollars (\$ 32,950.00), with interest from date at the rate of seven & three fourths per centum (7.75 %) 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 Thirty Six and 25/100 Dollars (\$ 236.25), 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, 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,

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 186 Page 206
This the 30 day of May 19 75

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 183 Page 463
This the 27 day of Feb 19 75

147

VA Form 28-4322 (Home Loan)
Revised December 1965. Use Op-
tional 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 29th day of January, 19 75,
by and between
Malcolm E. Holmes, Jr., and wife, Patsie Marie Potter Holmes

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 968, Section "E" Greenbrook Subdivision, in Section
19, Township 1 South, Range 7 West, as per plat thereof
recorded in plat book 9, page 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 options, 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;

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 195 Page 416
This the 26 day of Jan 19 76
H. B. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Est T/D Book
No. 362 Page 726
This the 15 day of April 19 86
H. J. Ferguson Clerk
DS.

RECORDED IN BOOK

74
15
297
19 77

CLERK

Cleveland &

Real Estate Financing Inc
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 533 Page 54
This the 6 day of Feb 19 91
W. B. Ferguson Clerk
W. B. Ferguson Clerk

lots 1289, 1290, 1291, 1309, 1310
 1298, 1302, 1311, 1312, 1313
 Sec. C DeSoto Village
 Partial Release of this Instrument Recorded in
 Real Estate T10 Book
 No. 261 Page 136
 This 14 day of July 19 80
 H. B. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Real Estate T10 Book
 No. 239 Page 438
 This 15 day of Mar 19 79
 H. B. Ferguson Clerk

175
 Real Estate T10 Book
 No. 266 Page 103
 This 13 day of Nov 19 80
 H. B. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST, made and entered into on this the 20th day of January 1975, by and between First Desoto Corporation, a Mississippi corporation of the first part, hereinafter designated as the GRANTOR; Kenneth G. Perry, Trustee of the second part, hereinafter designated as TRUSTEE; and First Mississippi Corporation, a Mississippi corporation 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 Million Five Hundred Thousand Dollars (\$4,500,000.00), evidenced by a promissory note of even date herewith payable to the Beneficiary on June 30, 1975, said note bearing interest from date at a rate equal to one and one-half percent per annum above the rate (the "prime rate") from time to time charged by the Chase Manhattan Bank (National Association), One Chase Manhattan Plaza, New York, New York, on short term loans to large businesses with the highest credit standing as in effect from time to time, any change in such interest rate resulting from a change in the prime rate to become effective on the date on which the corresponding change in the prime rate becomes effective, until the principal sum shall become due (whether by acceleration or otherwise) and thereafter at a rate of two percent per annum above the interest rate in effect immediately prior to maturity, provided, however, that the interest rate payable hereunder shall not exceed the maximum allowable under the laws of the State of Mississippi, and said note providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantor is 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, for and in consideration of Ten Dollars (\$10.00), to the undersigned Grantor this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the Trustee, the land and property described in Exhibit "A" which is attached hereto and made a part hereof as if copied herein in full, together with all of 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.

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: The Grantor 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 maximum interest rate

lots 1170, 1172, 1172
 1317, 1169, 1315
 1296, 1315, 1297
 and 1316

lots 1588, 1589
 1590, 1591, 1592
 Real Estate T10 Book
 No. 262 Page 308
 This 11 day of Aug 19 80
 H. B. Ferguson Clerk

CANCELLED
 327
 H. B. Ferguson
 30
 604
 H. B. Ferguson

Partial Release of this Instrument Recorded in
 Real Estate T10 Book
 No. 224 Page 127
 This 21 day of April 19 78
 H. B. Ferguson Clerk

Partial Release of this Instrument Recorded in
 Real Estate T10 Book
 No. 213 Page 95
 This 29 day of June 19 77
 H. B. Ferguson Clerk

9.65 ac
 5.79 ac
 4.27 ac

lots 1815, 1816, 1817, 1818, + 1819
 Sec. 45 DeSoto Village

Part 1369 Sec C, De Soto Village
 Partial Release of this Instrument Recorded in
 Real Estate T1D Book 634
 No. 286 Page 634
 This 25 day of August 19 82
 H. D. Ferguson Clerk

Part 1301 Sec C, De Soto Village
 Partial Release of this Instrument Recorded in
 Real Estate T1D Book 634
 No. 294 Page 634
 This 11 day of March 19 83
 H. D. Ferguson Clerk

Part 1861, Sec. E, De Soto Village
 Partial Release of this Instrument Recorded in
 Real Estate T1D Book 255
 No. 283 Page 255
 This 7 day of May 19 82
 H. D. Ferguson Clerk

Part 1597 & 1680 Sec C
 Partial Release of this Instrument Recorded in
 Real Estate T1D Book 87
 No. 271 Page 87
 This 31 day of March 19 81
 H. D. Ferguson Clerk

Part 1301 Sec C, De Soto Village
 Partial Release of this Instrument Recorded in
 Real Estate T1D Book 112
 No. 269 Page 112
 This 4 day of Feb 19 81
 H. D. Ferguson Clerk

per annum allowable under the Laws of the State of Mississippi 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 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.

Second: It is distinctly understood and agreed that a failure by the Grantor to pay any one of the above notes or installments of principal, or the interest as it shall become due, or do or perform any of the agreements contained in this deed of trust, shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, or assigns, and shall fully empower the said Beneficiary or assigns to have the Trustee, or any successor in said trust herein to execute his trust, and said Beneficiary or assigns shall not be required to declare such acceleration in writing, or give notice of it.

Third: 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.

Fourth: In case the Grantor or its 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 Grantor or its said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, or should the Beneficiary or its assigns feel insecure, 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.

Fifth: The Grantor further binds itself not to sell or abandon said property and covenants that waste shall 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 any event the undersigned Grantor fails 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.

LA-1247 Dec-C DeSoto Village S/O
Partial Release of this Instrument Recorded in
Real Estate 2/10 Book
No. 312 Page 705
This 26 day of March 1984
H. G. Ferguson Clerk

34-1-8W NW 1/4
Partial Release of this Instrument Recorded in
Real Estate 2/10 Book
No. 318 Page 757
This 6 day of July 1984
H. M. Ferguson Clerk

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Sixth: When any payment shall be made to Beneficiary, by the Grantor 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.

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 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 Grantor 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 appointed by him for that purpose but said appointment of agent need not be in writing.

Eighth: The Grantor waives 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.

Ninth: All attorney's fees mentioned in this deed of trust and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the Grantor hereby promises 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.

Tenth: The Grantor agrees 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.

Eleventh: 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 maximum interest rate per annum allowable under the Laws of the State of Mississippi 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.

Twelfth: The Beneficiary, or any owner or holder of the note(s) secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the Grantor herein or its 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(s) secured hereby, be a corporation, such appointment may be made by any 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.

Thirteenth: It is further agreed, that if the legal holder or holders of said note or notes, 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 such holder or holders.

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 Grantor 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 installment thereon, or of any installment 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 Grantor, and the trustee herein named, or his successor, or successors, shall, at the request of the Beneficiary, sell said property and land, to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by law 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 attorney's fees provided in said note(s) or deed of trust, 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 Grantor or to its proper representatives, agents or assigns. In case of the sale of the said property hereunder, the said Beneficiary

or assigns shall have the same right to purchase at such sale as if a stranger to this instrument. For any deficiency in complete and full payment to Beneficiary of all sums secured hereby, Grantor shall be and remain liable according to law.

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 Grantor on this the day and date first above written.

FIRST DESOTO CORPORATION

By: [Signature]

[Signature]
ATTEST

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned, authority in and for the jurisdiction aforesaid, the within named James K. Williams and James M. Belloh, who severally acknowledged that they are Chairman of The Board and Secretary respectively of First Desoto Corporation, 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 duly authorized so to do.

Given under my hand and official seal, this the 20 day of January 1975.

[Signature]
NOTARY PUBLIC

My Commission expires



180

EXHIBIT A

LANDS AND PROPERTY OF FIRST DESOTO CORPORATION
COVERED BY THE DEED OF TRUST TO
FIRST MISSISSIPPI CORPORATION DATED JANUARY 20, 1975

SECTION A:

Lot 239, Section 34, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 7, Pages 9-14, Register's Office of DeSoto County, Mississippi.

SECTION B:

Lots 549 and 558, Sections 33 and 34, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 8, Pages 16-21, Register's Office of DeSoto County, Mississippi.

SECTION C NORTH:

Lots 1105 and 1106, Section 33, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 10, Page 2, Register's Office of DeSoto County, Mississippi.

SECTION C SOUTH:

Lots 1168-1177, 1190-1192, 1211-1220, 1236-1243, 1246-1248 and 1252-1680, Section 33, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 10, Pages 3-8, Register's Office of DeSoto County, Mississippi.

SECTION E:

Lots 1768-1935, Section 33, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 12, Pages 22-25, Register's Office of DeSoto County, Mississippi.

SECTION F:

Lots 1936-2410, Section 33, Township 1, Range 8, DeSoto Village Subdivision, of record in Plat Book 13, Pages 1-5, Register's Office of DeSoto County, Mississippi.

TRACT NO. B

FIRST DESOTO CORPORATION
HORN LAKE ROAD AT GOODMAN ROAD

A parcel of land lying in the northwest 1/4 of Section 33, T-1-S, R-8-W, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

To reach a point of beginning commence at the northwest corner of Section 33, T-1-S, R-8-W, DeSoto County, Mississippi, and run thence N 89° 51' 30" E along the north line of Section 33 for a distance of 40.00 feet; run thence S 00° 08' 30" E for a distance of 80.00 feet to the point of beginning for the survey of the herein described parcel of land; from this point of beginning run thence N 89° 51' 30" E along a line parallel to, and 80.00 feet southerly, as measured at right angles from, the north line of Section 33 for a distance of 450.00 feet; thence S 00° 08' 30" E for a distance of 340.00 feet; thence S 89° 51' 30" W for a distance of 450.00 feet to a point 40.00 feet easterly from the west line of Section 33; thence N 00° 08' 30" W along a line parallel to and 40.00 feet, as measured at right angles, from the west line of Section 33 for a distance of 340.00 feet, more or less, to the point of beginning and containing an area of 3.51 acres, more or less.

FIRST DESOTO CORPORATION

PARKWAY CENTER

COMMERCIAL AREA

A parcel of land lying in the northwest quarter of Section 34 and the northeast quarter of Section 33, T-1-S, R-8-W, DeSoto County, Mississippi and being more particularly described as follows:

To reach a point of beginning commence at an iron pin marking the northwest corner of Section 34, T-1-S, R-8-W, DeSoto County, Mississippi, and running thence N 89° 52' 00" E, 415.32 feet; thence S 00° 02' 00" E, 58.65 feet to the point of beginning and from said point of beginning running thence S 00° 02' 00" E, 443.00 feet; thence S 00° 29' 54" W, 17.82 feet; thence S 02° 52' 11" W, 61.64 feet; thence S 06° 32' 57" W, 61.64 feet; thence S 10° 13' 43" W, 61.64 feet; thence S 13° 54' 29" W, 61.64 feet; thence S 17° 35' 15" W, 61.64 feet; thence S 21° 16' 01" W, 61.64 feet; thence S 24° 56' 47" W, 61.64 feet; thence S 28° 37' 33" W, 61.64 feet; thence S 32° 18' 19" W, 61.64 feet; thence S 35° 59' 05" W, 61.64 feet; thence S 39° 39' 51" W, 61.64 feet; thence S 43° 20' 37" W, 61.64 feet; thence S 47° 01' 23" W, 61.64 feet; thence S 50° 42' 09" W, 61.64 feet; thence S 54° 22' 55" W, 61.64 feet; thence S 59° 13' 03" W, 83.00 feet; thence S 63° 02' 59" W, 65.65 feet; thence S 67° 01' 23" W, 81.46 feet; thence S 71° 49' 12" W, 61.64 feet; thence S 75° 29' 58" W, 61.64 feet; thence S 79° 10' 44" W, 61.64 feet; thence S 82° 51' 30" W, 61.64 feet; thence S 86° 32' 16" W, 61.64 feet; thence S 89° 10' 09" W, 26.53 feet; thence S 89° 58' 00" W, 785.74 feet; thence N 00° 08' 00" E, 1399.97 feet; thence N 89° 52' 00" E, 1741.32 feet more or less to said point of beginning and containing 51.54 acres more or less.

All bearings refer to Grid North, Transverse Mercator Projection for the State of Mississippi, West Zone.

FIRST DESOTO CORPORATION

HURT ROAD & GOODMAN ROAD

COMMERCIAL AREA

A parcel of land lying in the Northwest quarter of Section 34, T-1-S, R-8-W, DeSoto County, Mississippi and being more particularly described as follows:

To reach a point of beginning commence at an iron pin marking the Northeast corner of the Northwest quarter of Section 34, T-1-S, R-8-W, DeSoto County, Mississippi and running thence S 00° 11' 30" W, 55.00 feet; thence S 89° 36' 30" W, 40.00 feet to a point of beginning and from said point of beginning running thence S 00° 11' 30" W, 225.00 feet; thence N 89° 48' 30" W, 297.99 feet; thence N 00° 23' 30" W, 220.9 feet; thence N 89° 36' 30" E, 400.26 feet more or less to said point of beginning and containing 2.04 acres more or less.

All bearings refer to Grid North, Transverse Mercator Projection for the State of Mississippi, West Zone.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 55 minutes A. M. 5 day of Feb. 1975, and that the same has been recorded in Book 183 Page 175 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ _____

SEAL H. P. Ferguson CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DeSoto COUNTY
Southaven, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by _____
GEORGE LESTER CONSTRUCTION COMPANY, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date April 4th, 1974, and duly recorded in Book 173 at Page(s) 407 of your records.

WITNESS the signature of the corporation, this the 20th day of January, A.D., 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. W. Weems
W. W. Weems, Senior Vice President

ATTEST:

B. J. Renfrow
B. J. Renfrow, Assistant 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, W. S. Weems and B. J. Renfrow, known to me to be the Senior Vice President, and Assistant 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 20th day of January, A.D., 1975.

Carrie D. 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 3 o'clock no minutes P. M. 6 day of Feb. 1975, and that the same has been recorded in Book 183 182 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 7 day of Feb. 1975.

2.50

H. B. Ferguson

ASSIGNMENT OF MORTGAGES AND SECURITY AGREEMENTS

STROMBERG-CARLSON CORPORATION, a Delaware corporation, having its principal office at 100 Carlson Road in the City of Rochester, Monroe County, New York, in consideration of One Dollar (\$1.00) paid by SC 1951 CREDIT CORPORATION, a New York corporation, having its principal office and place of business at 100 Carlson Road in the City of Rochester, Monroe County, New York, hereby assigns without recourse unto SC 1951 CREDIT CORPORATION, the following described Mortgages and Security Agreements, which are recorded or filed in the office of the Chancery Clerk of the respective counties named below, said Real Estate Mortgages and Security Agreements having been executed by HOME TELEPHONE COMPANY, a Mississippi corporation, as Mortgagor, and by STROMBERG-CARLSON CORPORATION, as Mortgagee, as follows:

REAL ESTATE MORTGAGES AND SECURITY AGREEMENTS

<u>Instrument</u>	<u>County</u>	<u>Date of Instrument</u>	<u>Amt. of Loan</u>	<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>
Original Mortgage	DeSoto	11/4/69	\$2,000,000	11/7/69	113	422
Original Mortgage	Marshall	11/4/69	"	11/7/69	63	182/194
1st Supplemental Mortgage	DeSoto	3/28/73	"	5/1/73	158	475
1st Supplemental Mortgage	Marshall	3/28/73	"	5/3/73	81	225/229

All of the collateral described in said Security Agreements is hereby assigned unto the said SC 1951 CREDIT CORPORATION.

TO HAVE AND TO HOLD the same unto the said SC 1951 CREDIT CORPORATION, its successors and assigns forever.

IN WITNESS WHEREOF, STROMBERG-CARLSON CORPORATION has caused this Assignment to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 27 day of January 1975.

STROMBERG-CARLSON CORPORATION

By *[Signature]*

STATE OF NEW YORK)
) ss: ACKNOWLEDGMENT
COUNTY OF MONROE)

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public, duly commissioned and acting, within the State of New York, County of Monroe, who stated that he was a authorized agent of STROMBERG-CARLSON CORPORATION, and as such duly authorized to execute the foregoing instrument in its behalf and that he had signed the foregoing instrument as such officer and in the name and on behalf of said Corporation and attached its corporate seal thereto to the purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 1977.

Carola Accorso
Notary Public

CAROLA ACCORSO
Notary Public, State of New York
Residing in Monroe County
My Commission Expires March 30, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock mo minutes A.M. 5 day of Feb. 1975, and that the same has been recorded in Book 183 Page 183 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees 3.00 pd.

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 SECURITY BANK
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 7th day of August, 19 74, made and executed by MRS. DOROTHY C. JONES
** to said 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. 178 on page 319
of the Record of Trust Deeds, on the 8th day of August, 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.

THE SECURITY BANK,
Hernando, Mississippi

By: Martha J. Rucker
(Name) Assistant Cashier (Title)

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Martha J. Rucker a Notary Public
(Name) Martha J. Rucker, the (Title) Asst. Cashier of
in and for County and State aforesaid, THE SECURITY BANK, 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 bank, he being authorized so to do.

Given under my hand and seal of office this 5th day of February, A. D. 19 75



Martha B. Hays
NOTARY PUBLIC

My Commission Expires: April 3, 1975

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
no minutes P. M. 6 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 185 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 n7.

H. P. Ferguson, CLERK

186

Paid, Satisfied and Cancelled
This 29 day of Sept 1976

Pearle C. Banks

Attest
Chas. B. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

Robert Lee Springfield, et ux,

Grantors

DEED OF TRUST

W.E. Wilroy, Trustee for

Pearle C. Banks, a widow,
Beneficiary

THIS INDENTURE, Made this 23rd day of August, 1974,
between Robert Lee Springfield and wife, Esther Mae Springfield,
parties

and Pearle C. Banks, a widow, being one and the same person as Mrs. Stanford Banks, party

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Three thousand six hundred fifty dollars

(\$3650.00) evidenced by their one promissory note of like amount and even date herewith bearing interest at the rate of 8% per annum from maturity, repayable in 26 monthly installments of \$150.00 each and one final installment of \$95.92, with the first monthly installment being due and payable on or before the 23rd day of October, 1974, and one installment is due and payable on or before the 23rd day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

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 to the party of the first part

paid by W.E. Wilroy 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 now do grow, and all the crops of every kind to be grown by the party of the first part, as now hands working with or under, either as landlord or tenant as otherwise, during the year 1974 on the land that may cultivate or cause to be cultivated, or be held or be tilled and all farming implements of every kind and

Commencing at the Southeast corner of the Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi, run thence South 85° 30' West a distance of 2094.70 feet along the South line of said Section 34 to a point; thence run North 5° 03' 14" West a distance of 248.71 feet to the true point of beginning, also the Northeast corner of the Lawyer Maxwell property; thence run South 86° 17' 25" West along the North line of the said Lawyer Maxwell property a distance of 209.85 feet to a point on an existing fence line; thence run North 4° 09' 12" West along said fence line a distance of 478.73 feet to a point; thence run South 84° 56' 48" East along an existing fence line a distance of 481.73 feet to a point being an extension of the West right of way of a 50.00 feet access easement and the East line of Lot 2, of the Banks Acres Subdivision; thence run South 4° 24' 18" East a distance of 212.24 feet to a point; said point being the Northeast corner of Lot 2 of said Banks Acres Subdivision; thence run South 85° 32' 36" West a distance of 269.60 feet to the Northwest corner of Lot 5 of said Banks Acres Subdivision; thence run South 5° 03' 14" East along the west line of said lot 5 Banks Acres Subdivision a distance of 189.64 feet to the true point of beginning and containing 3.65 acres. The hereinabove described land was surveyed by G.E. Osborne, P.E., and a plat thereof was made, a copy of which was attached to the deed and recorded with same.

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.

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 party of the first part promptly pay the above stated indebtedness on or before the date 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 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, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature, the date written above:
Robert Lee Springfield
Esther Mae Springfield

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me, the undersigned authority
Robert Lee Springfield and wife, Esther Mae Springfield, of said County, the within named 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 23rd day of August, 1974
MY COMMISSION EXPIRES: (SEAL) August 26, 1976
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, 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 3 o'clock P.M. of Feb. 1976, and that at the same time has been recorded in Book 183-186 of said County.

2.50
Chas. B. Ferguson
Feb. 1976

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That C. W. Kelly, President of the beneficiary, BANK OF OLIVE BRANCH, does hereby certify that a certain trust deed bearing date the 18th day of May, 1971, made and executed by Dudley R. Bumpous and wife, Janie Ingram Bumpous 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 Real Estate Trust Deed Record No. 128, on Page 464, of the Record of Trust Deeds, on the 21st day of May, 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 5th day of February, 1975.

C. W. Kelly
C. W. KELLY, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, C. W. KELLY 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 ___ day of February, A.D. 1975.

Linda C. Perry
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. 6 day of Feb. 1975, and that the same has been recorded in Book 183 Page 187 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 nil.

SEAL H. P. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That C. W. KELLY, President of the beneficiary, BANK OF OLIVE BRANCH, Olive Branch, Mississippi, . . . does hereby certify that a certain trust deed bearing date the 4th day of November, 1969, made and executed by DUDLEY R. BUMPOUS and wife, JAMIE I. BUMPOUS 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 Real Estate Trust Deed Record No. 113, on Page 486, of the Record of Trust Deeds, on the 13th day of November, 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.

THIS THE 5th day of February, 1975.

C. W. Kelly
C. W. Kelly

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, C. W. KELLY 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 4th day of February, A.D. 1975.



Linda A. Perry
NOTARY PUBLIC

My commission expires: Nov. 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 6 day of Feb. 1975, and that the same has been recorded in Book 183 Page 188 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 7 day of Feb. 1975.

Fee 2.50

H. P. Ferguson

ORDER TO CLERK TO CANCEL DEED OF TRUST
STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Trustee, of the beneficiary, BANK OF OLIVE BRANCH, Olive Branch, Mississippi, does hereby certify that a certain trust deed bearing date the 8th day of December, 1972, made and executed by DUDLEY H. BUMPOUS and wife, JANIE I. BUMPOUS (also known as JANIE INGRAM BUMPOUS) 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 Real Estate Trust Deed Record No. 151, on Page 418, of the Record of Trust Deeds, on the 13th day of December, 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 6th day of February, 1975.


JAMES W. AMOS, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, TRUSTEE, 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 6th day of February, A.D. 1975.

My commission expires:


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. 6 day of Feb. 1975, and that the same has been recorded in Book 183 Page 189 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL:  CLERK

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 L. Kerr for the benefit of Citizens Bank, Byhalia, Mississippi

dated the 13th day of February, 1974, and recorded in Mortgage Record Book No. 171, Page 241 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 30th day of JANUARY, A. D., 1975.

CITIZENS BANK
BYHALIA, MISS. 38611

By Lyn Hastey

State of Mississippi
Marshall County

Personally appeared before me Notary Public

Lyn Hastey, in and for said county and state, the above named Lyn Hastey, who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 30th day of January, 1975.

Helen L. Edwards Notary Public.

My Commission Expires Aug. 22, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 6 day of Feb. 1975, and that the same has been recorded in Book 183 Page 190 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of Feb. 1975.

Fees 2.50

H. P. Ferguson CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the _____, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the _____ of DeSoto County, Mississippi, to-wit:

Lot 1251, Section F, GREENBROOK S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 31st day of January, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: B. J. Renfrow
B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 31st day of January, A. D., 1975.

Corrie D. Ball
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Aug. 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. 6 day of Feb. 1975, and that the same has been recorded in Book 183 Page 191 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

192

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the _____, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the _____ of DeSoto County, Mississippi, to-wit:

Lot 1244, Section F, GREENBROOK S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 31st day of January, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: [Signature]
B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 31st day of January, A. D., 1975.

Carrie D. Bell
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the _____ instrument was filed for record at _____ o'clock _____ minutes _____ of _____ Feb. _____ 1975, and that the same has been recorded in book _____ of said County.
183 192
7 Feb. 1975

2.50

[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 Barry Bridgforth Realty, Inc.
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 11th day of March 1974 made and executed by William W. Watts and
wife, Norma B. Watts of Olive Branch, Mississippi 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 Trust Deed Record No. 172 on page 437
of the Record of Trust Deeds, on the 18th 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.

Barry Bridgforth Realty, Inc.
BY: Barry Bridgforth
Barry Bridgforth, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid Barry Bridgforth 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 23rd day of December A. D. 19 74

My Commission Expires:
January 16, 1977

Jane B. Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 6 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 193 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

WHEREAS, on January 29, 1974, Alodex Corporation, a Tennessee corporation, and Southaven Land Company, Inc., a Mississippi corporation executed a Deed of Trust to James W. McDonnell, Jr. and William S. Solmson, as Trustees for First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, and Walkem Development Company, which Deed of Trust is recorded in Real Estate Trust Deed Book 171, page 51 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on August 28, 1974, a Modification and Reapportionment Agreement was executed by The First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce, Walkem Development Co., Inc., Alodex Corporation, Southaven Land Co., Inc., Commercial and Industrial Bank, Admiral Realty Company, James W. McDonnell, Jr., Trustee, and William S. Solmson, Trustee, said agreement being of record in Real Estate Trust Deed Book 179, page 53 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and under the terms of said Modification and Reapportionment Agreement, the indebtednesses to the various secured parties and the real properties securing them were divided, separated and segregated, and Union Planters National Bank received a separate note for \$1,125,000.00 and was allocated as security property therein described in Exhibit "B", which includes the property hereinafter specifically described; and

WHEREAS, Union Planters National Bank has assigned and transferred to Wallace E. Johnson the aforementioned note and its separate and segregated part of said Deed of Trust, said assignment being recorded in Real Estate Trust Deed Book 183, page 111, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, Wallace E. Johnson desires to release from the lien of said Deed of Trust, as modified and reapportioned, the property hereinafter described;

NOW THEREFORE, for value received, Wallace E. Johnson, as the owner and holder of the indebtedness hereinabove referred to, does by these presents release and forever discharge from the lien and encumbrance of the Deed of Trust recorded in Real Estate Trust Deed Book 171, page 51, as aforesaid, as modified by the Modification and Reapportionment Agreement recorded in Real Estate Trust Deed Book 179, page 153, as aforesaid, the following described real estate situated and being in the County of DeSoto, State of Mississippi, to-wit:

Lot 1, Office Park Plaza Commercial Subdivision, being a part of Section 24, Township 1 South, Range 8, West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 13, page 39, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which recorded plat reference is made for a more particular description; containing 187,913 square feet, or 4.3 acres, more or less.

Also a permanent non-exclusive easement for ingress and egress over and across the following described parcel of land:

Part of Section 24, T-1-S, R-8-W, DeSoto County, Mississippi, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Office Park Plaza Commercial Subdivision as recorded in Book 13, Page 39, DeSoto County, Mississippi; thence N 00 degrees 16'W and along the East line of Lot 1, said Subdivision 236.12 feet; thence N 01 degrees 34'W along the East line of said Lot 1, 165.5 feet; thence along the arc of a curve to the left whose radius is 40.00 feet an arc distance of 61.17 feet to a point in the South line of State Line Road; thence East 108.93 feet; thence S 01 degrees 34' E 203.28 feet; thence S 00 degrees 16'E 236.92 feet; thence S 89 degrees 44' W 70.0 feet to the point of beginning, containing 31,147 square feet or 0.715 acres, more or less.

Also ~~Also a permanent non-exclusive easement for ingress and egress over a strip of land 70 feet wide adjacent to the east boundary line of the property above described, extending from the south boundary of Lot 1 northwardly to State Line Road and including the triangular parcel at the northeast corner of Lot 1 above described which parcel is outside the curved northeast boundary of said Lot and shown by dotted lines on said plat of subdivision.~~

The Clerk of the Chancery Court of DeSoto County, Mississippi is authorized and directed to refer to this partial release by proper notation on the margin of said Deed of Trust.

But this is a partial release, and as to all other property described in and conveyed by said deed of trust and not heretofore nor hereby released, the lien of said trust deed shall continue in full force and effect.

WITNESS the signaturer of Wallace E. Johnson this 23rd day of January, 1975.

Wallace E. Johnson
Wallace E. Johnson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me James E. Threlkeld, the undersigned notary public in and for said County, the within named WALLACE E. JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of January, 1975.

James E. Threlkeld
Notary Public

My commission expires: 7-26-78

Prepared by: Harold C. Curry, Attorney
12 South Main Street, Memphis, Tenn.

Recorded fee: 3.50
~~94.00~~
Return to: H. Curry, Atty.
Mid-South Title Co., Inc.
T.G.#196937-Safeway

CONSENT TO PARTIAL RELEASE

The undersigned, as endorsers of that certain promissory note in the sum of \$1,125,000.00, described in the Partial Release hereinabove, hereby consent to said Partial Release on this the 24th day of January, 1975.

Kenmons Wilson
Kenmons Wilson

Dorothy Lee Wilson
Dorothy Lee Wilson

Alma E. Johnson
Alma E. Johnson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Thomas C. Wright, Jr., the undersigned notary public in and for said County, the within named KEMMONS WILSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 24th day of January, 1975.

MY COMMISSION EXPIRES JUNE 22, 1977

Thomas C. Wright, Jr.
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Thomas C. Wright, Jr., the undersigned notary public in and for said County, the within named DOROTHY LEE WILSON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 24th day of January, 1975.

MY COMMISSION EXPIRES JUNE 22, 1977

Thomas C. Wright, Jr.
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Thomas C. Wright, Jr., the undersigned notary public in and for said County, the within named ALMA E. JOHNSON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 24th day of January, 1975.

MY COMMISSION EXPIRES JUNE 22, 1977

Thomas C. Wright, Jr.
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. 6 day of Feb., 1975, and that the same has been recorded in Book 183 Page 194 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Feb., 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

191 PAGE 249
THIS 29 DAY OF Feb 1975

Partial Release of this Instrument recorded in
Book 183 Page 197
No. 188 Page 598
This 7 day of Aug 1975
H. P. Ferguson Clerk

197

FOR REAL ESTATE, CHATTEL OR BOTH

SEILER CONSTRUCTION
COMPANY, INC.
To { DEED OF TRUST
MAX B. OSTNER, JR.
TRUSTEE
JAMES E. MCHEHEE &
COMPANY, INC.

THIS INDENTURE, Made this 8th day of February 1975
between Seiler Construction Company, Inc.
of the first part,
and James E. McGehee and Company, Inc.
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 Thirty Thousand Dollars (\$30,000.00)

as evidenced by 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 (15%) per ann.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y
of the first part
paid by Max B. Ostner, Jr.
Trustee, the part Y of the first part by 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:

"Beginning at a point 356.8 feet west of the Northeast corner of the
southwest quarter of Section 18, Township 2 South, Range 7 West; run
thence south 85° 30' west along the Half Section line a distance of
604.0 feet to an iron pipe; run thence south 4° 23' east along a
fence line a distance of 504.8 feet to a point; run thence north 85°
30' east a distance of 605.0 feet to a point; run thence north 4°
30' west a distance of 504.8 feet to the point of beginning,
containing 7.0 acres, more or less.

This conveyance is made in Trust in accordance with a
Financing Agreement entered into between the parties on February 8,
1975, the terms of which specifically enumerate the provisions of
this transaction.

It is expressly agreed that the laws and decisions of the
State of Mississippi are expressly adapted to control this entire
transaction.

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 10th day of November 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 in 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,
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness MY signature the date written above.
XXXX David R. Seiler
DAVID R. SEILER, President

SEILER CONSTRUCTION COMPANY, INC.

STATE OF MISSISSIPPI, DESOTO COUNTY and County:
Personally appeared before me the undersigned authority in and for the State of Mississippi, the within named
DAVID R. SEILER, president of Seiler Construction Company, Inc.

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, on behalf of
Given under my hand and official seal, this 8 day of February 1975 the corporation.

My Commission Expires Nov. 2, 1977

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,
deposeth 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
20 minutes A. M. 10 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 197 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 10 day of Feb 1975.

Fees \$8.50 pd.

SEAL H. P. Ferguson, CLERK

198

CANCELLED BY AUTHORITY RECORDED IN BOOK

191 PAGE 142
THIS 25 DAY OF Sept. 1975

H. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

W. P. VEAZEY, III,

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

FIFTEEN THOUSAND AND NO/100 - - - - - DOLLARS
(said note providing for possible future advances up to \$12,000.00)
(\$ 15,000.00) evidenced by one (1) promissory note, / of even date herewith in favor of

the beneficiary, bearing interest at the rate of ~~per centum 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 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 25, Summerset View Subdivision, Second Addition,
Section 35, Township 1 South, Range 7 West, as shown
by plat of record in Plat Book 5, Page 24 in the Office
of the Chancery Clerk of DeSoto County, Mississippi.

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 533 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 4 day of IX February, 1975.

W. P. Veazey III
W. P. Veazey, III

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

W. P. VEAZEY, III,

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 4 day of February, 1975.

My Commission Expires: April 3, 1975

Thable R. Hays
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 7 day of Feb. 1975, and that the same has been recorded in Book 183 Page 198 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

H. P. Terason

5.00

Correction
Assignment of this Instrument Recorded in
Real Estate Tax Book
No. 184 Page 44
This the 18 day of March 19 75

Assignment of this Instrument Recorded in
Real Estate Tax Book
No. 183 Page 467
This the 28 day of Feb. 19 75

201

H. B. Ferguson Clerk

H. B. Ferguson Clerk

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, JR.
4041 Knight Arnold Road
Memphis, Tenn. 38111

D-22974-SR
THIS DEED OF TRUST is made this 4th day of FEBRUARY, 1975, among the

Grantor, ROBERT THOMAS BYRD AND WIFE, KAREN S. BYRD (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 586, SECTION C, REVISED, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 11, pages 13 and 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 DECEMBER 5, 1974.

The holder of the indebtedness described herein shall have the option at any time to require Lender to pay to the holders of the indebtedness in addition to and contingent to the monthly installment of principal and interest and expense for taxes and hazard insurance, a sum equal to one-twelfth of the amount of such installment and taxes in arrears in the event the monthly installment exceeds such amount. Lender shall be bound by payment of said amount if the amount of such installment and taxes in arrears at any time exceeds the amount of such installment and taxes in arrears at any time. Lender shall be bound to pay such amount if the amount of such installment and taxes in arrears at any time exceeds the amount of such installment and taxes in arrears at any time.

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 THOUSAND SIX HUNDRED FIFTY ^{60/100} 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 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.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2161 PAGE 241
THIS 17 DAY OF Feb. 2005
W. E. Davis
CHANCERY CLERK
By: *J. Knight*

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 encumbrance subordinate to this Deed of Trust, (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.

Robert Thomas Byrd
ROBERT THOMAS BYRD —Borrower

Karen S. Byrd
KAREN S. BYRD —Borrower

2652 ROCKWALL COVE
SOUTHAVEN, MISSISSIPPI 38671
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 ROBERT THOMAS BYRD & WIFE, KAREN S. BYRD 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 4th day of FEBRUARY, A.D., 1975.

My Commission expires:

M. H. Ferguson
Notary Public

My Commission Expires July 9, 1975

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 30 minutes P.M. 7 day of Feb. 1975, and that the same has been recorded in Book 183 Page 201 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$5.50 pd.

SEAL H. P. Ferguson, CLERK

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 Charles M. Quick and wife, Alice B. Quick

to George R. Fulton as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 110 of Book 67 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 15th day of January, 1975

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 15th day of January, 1975, 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 Asst. 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 Asst. 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]
Notary Public, State of New York, No. 7428120
Commission Expires March 31, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 7 day of Feb. 1975, and that the same has been recorded in Book 183 Page 205 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb, 1975.

Fees \$2.50 pd.

[Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. **

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust
of P. O. Box 399, Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 22 day of May 1974, made and executed by Charles L. Jarrett and
wife, Velma R. Jarrett of Rt. 2, Box G-24, Hernando 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. 175 on page 609
of the Record of Trust Deeds, on the 29th day of May, 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.

Peoples Bank & Trust, Olive Branch, Miss
Janice C. Payne, Asst. Cashier

STATE OF MISSISSIPPI, }
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, Asst. 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 3rd day of February A. D. 1975



Aurelia B. Jones
Notary Public

LAWRENCE-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
05 minutes A. M. 7 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 206 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$2.50 pd.

H. P. Ferguson, CLERK

Sec. Home Loan Mtg. Corp.
Assignment of this instrument recorded in
Real Estate T/O book
No. 633 Page 62
This the 13 day of April 1973
W.E. Dallas
by: Woodward, P. E.

Revised April, 1974

DEED OF TRUST
OF
UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we
Jerry W. Hunter and wife,
and Margaret A Hunter 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:

Part of Section 9, Township 2 South, Range 7 West, DeSoto County, Mississippi being more particularly described as beginning at the northwest corner of Section 9, Township 2 South, Range 7 West, thence south 1°32'10" west along the west line of said Section 40.0 feet to a point in the south ROW line of Church Road; thence south 88° 30' east along the south ROW line of Church Road and being parallel to the north line of said Section 378.64 feet to a point, said point being the northwest corner of the 15 acre tract as shown by deed dated May 16, 1973 in book 104, page 285; thence south 1° 17' 52" west along the west line of the 15 acre tract 514.92 feet to a point, said point being the northwest corner of a 3 acre tract and being the point of beginning; thence continuing south 1° 17' 52" west along the west line of the 15 acre tract 342.49 feet to a point; thence north 88° 53' 30.8" east 381.55 feet to a point in the east line of the 15 acre tract; thence north 1°18' 08" east along the east line of the 15 acre tract 342.29 feet to a point; thence north 88° 53' 30.8" west 381.57 feet to the point of beginning and containing 3.00 acres. ALSO a 40 foot easement for ingress and egress more particularly described as beginning at the northwest corner of Section 9, Township 2 South, Range 7 West; thence south 1° 32' 10" west along the west line of said Section 40.0 feet to a point in the south ROW line of Church Road; thence south 88° 30' east along the south ROW line of Church Road and being parallel to the north line of said Section 378.64 feet to a point, said point being the northwest corner of the 15 acre tract as shown by deed dated May 16, 1973 in book 104, page 285, and being the said point of beginning, thence south 1° 17' 52" west along the west line of the 15 acre tract 514.92 feet to a point, said point being the northwest corner of a 3 acre tract; thence south 88°53' 30.8" east along the north line of the 3 acre tract 40.0 feet to a point; thence north 1°17' 52" east along the east line of a 40 foot easement 514.65 feet to a point in the south line of Church Road; thence north 88° 30' west along the south line of Church Road 40.0 feet to the point of beginning.

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 and no/100 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 April, 19 75, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

AT 615
HEIDERMAN BROS., JACKSON, MISS.

ATTEMPTED
1132 PAGE 42
23 DAY OF June 99
W.E. Dallas
CHANCERY CLERK

ATTEMPTED
CANCELLED BY AUTHORITY, RECORDED IN 800
1136 PAGE 286
THIS 6 DAY OF Aug. 99
W.E. Dallas
CHANCERY CLERK
by B Cleveland &

(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

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 Jerry W. Hunter 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 5th day of February, 1975

Jerry W. Hunter Margaret A. Hunter
Jerry W. Hunter Margaret A. Hunter

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Jerry W. Hunter

and his wife (her husband) Margaret A. Hunter, 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 5th day of February, 1975

My commission expires:

January 16, 1977

[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 _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 05 minutes A. M. 7 day of Feb. 1975, and that the same has been recorded in Book 183 Page 207 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$5.00 pd.

SEAL [Signature] CLERK

IN BLUE
CANCELLED BY AUTHORITY R:
256 RHEE 542
THIS 11 DAY OF March 19 80
A. 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
CHARLES FRANKLIN LOFTIS and wife, DEBORAH L. LOFTIS

of the first part, hereinafter designated as the Grantor,

T. R. SMITH Trustee, of the second part, hereinafter designated as Trustee, and

Hamilton First American 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 Five Hundred Eighteen and 60/100----- DOLLARS

(\$ 7,518.60) evidenced by one promissory note of even date herewith in favor of
including
the beneficiary, bearing interest at the rate of 8% 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:

\$7,518.60, which includes principal and interest, repayable in 60
monthly installments of \$125.31 each beginning March 15, 1975, and
due each succeeding month thereafter until the whole of said indebted-
ness 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 1210 Section B of Southaven West Subdivision, in Section 23,
Township 1 South, Range 8 West, as per plat thereof recorded in
Plat Book 2, pages 48 and 49, in the office of the Chancery Clerk
of DeSoto County, Mississippi.

This is a SECOND DEED OF TRUST and is junior and subordinate to Maxine that certain Deed of Trust executed by Byron W. Hodge and wife, Hodge to James R. Houston Trustee for National Mortgage Company, Beneficiary, dated August 7, 1965, filed for record 8:30 A.M. August 25, 1965, and recorded in Real Estate Trust Deed Book 84 at Page 571, 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 impose 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 successor 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 4 day of Feb. 19 75

Charles Franklin Loftis
 CHARLES FRANKLIN LOFTIS
Deborah L. Loftis
 DEBORAH L. LOFTIS

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 Charles Franklin Loftis and wife, Deborah L. Loftis 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 February 1975
 My Commission Expires: December 7, 1978
Ronald L. Taylor
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 45 minutes A. M. 10 day of Feb. 1975, and that the same has been recorded in Book 183 Page 210 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.
 Fees \$ 5.00
H P Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
212 PAGE 419

THIS IS PAY OF [unclear] 1977
[unclear] CHASE

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
FRANK CHRISTOPHER

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and
First National Bank of 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
Three Thousand Five Hundred Ten and No/100 ----- DOLLARS
(\$ 3,510.00) 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
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable in 24 monthly installments of \$146.25 each, the first installment due on the
6th day of March, 1975, and each succeeding installment due on the 6th day of each
succeeding month until paid, the final installment being due and payable
on February 6, 1977.

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:

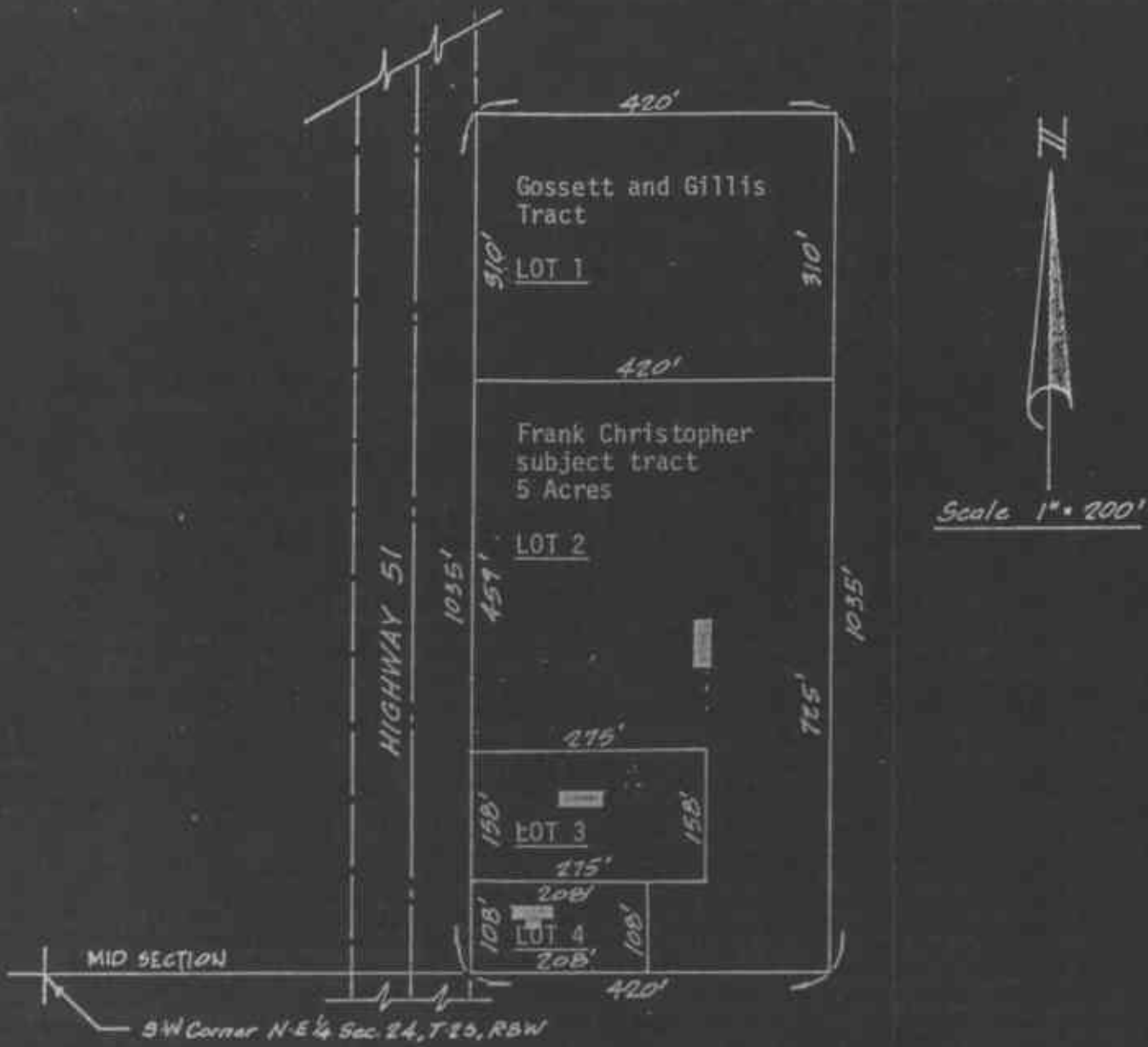
(See next page.)

25

Five (5) Acres, more or less, in the Southwest Quarter of the Northeast Quarter of Section 24, Township 2, Range 8 West, and being a part of the land conveyed by James Louis Christopher to James Frank Christopher by Quitclaim Deed of record in Book 54, Page 452, of the records of Warranty Deeds of DeSoto County, Mississippi.

By way of explanation, subject property is bounded on the north by a three acre tract conveyed by Frank James Christopher, also known as James Frank Christopher, and also known as Frank Christopher, to Edgar E. Gossett and Alvin E. Gillis, said deed being recorded in Book 115, Page 108 of the records of Warranty Deeds of DeSoto County, Mississippi. Subject property being bounded on the West by U.S. Highway 51.

By way of further explanation, a plat is hereby attached and subject 5 acre tract (lot) is hereby marked and defined as Lot 2.



PLAT OF
FRANK JAMES CHRISTOPHER
PROPERTY

SECTION 24, TOWNSHIP 2-S, RANGE 8-W
DESOTO COUNTY, MISSISSIPPI

(This is not a Survey)

Sept 27, 1974

Thomas / Goudy / McCoskill / Greene
Engineering Consultants
Memphis, Tenn. Hernando, Miss.

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 833 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 6th day of February, 1975

Frank Christopher
 Frank Christopher

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 FRANK CHRISTOPHER,
 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 6th day of February, 1975.
 My Commission Expires: *April 3, 1975*
Noble B. Hays
 Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 7 day of Feb. 1975, and that the same has been recorded in Book 183 Page 213 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 11 day of Feb. 1975.
 Fees 5.00
L. H. A.

SUBORDINATION AGREEMENT

FOR VALUE RECEIVED, the undersigned beneficiaries of that certain deed of trust made and executed by Jerry Hunter to F. C. Holmes, Jr., Trustee for Catherine B. Marshall, and Shirley B. Guy, beneficiaries, dated May 16, 1973, appearing of record in real estate trust deed book 159, page 84, in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby subordinate said deed of trust to Unifirst Federal Savings & Loan Association, on the hereinafter described land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Part of Section 9, Township 2, Range 7 West, DeSoto County, Mississippi being more particularly described as beginning at the northwest corner of Section 9, Township 2, Range 7 West, thence south 1°32'10" west along the west line of said Section 40.0 feet to a point in the south ROW line of Church Road; thence south 88°30' east along the south ROW line of Church Road and being parallel to the north line of said Section 378.64 feet to a point, said point being the northwest corner of the 15 acre tract as shown by deed dated May 16, 1973 in book 104, page 285; thence south 1°17'52" west along the west line of the 15 acre tract 514.92 feet to a point, said point being the northwest corner of a 3 acre tract and being the point of beginning; thence continuing south 1°17'52" west along the west line of the 15 acre tract 342.49 feet to a point; thence north 88°53'30.8" east 381.55 feet to a point in the east line of the 15 acre tract; thence north 1°18'08" east along the east line of the 15 acre tract 342.49 feet to a point; thence north 88°53'30.8" west 381.57 feet to the point of beginning and containing 3.00 acres. Also a 40 foot easement for ingress and egress more particularly described as beginning at the northwest corner of Section 9, Township 2 South, Range 7 West; thence south 1°32'10" west along the west line of said Section 40.0 feet to a point in the south ROW line of Church Road; thence south 88°30' east along the south ROW line of Church Road and being parallel to the north line of said Section 378.64 feet to a point, said point being the northwest corner of the 15 acre tract as shown by deed dated May 16, 1973 in Book 104, page 285, and being the said point of beginning, thence south 1°17'52" west along the west line of the 15 acre tract 514.92 feet to a point, said point being the northwest corner of a 3 acre tract; thence south 88°53'30.8" east along the north line of the 3 acre tract 40.0 feet to a point; thence north 1°17'52" east along the east line of a 40 foot easement 514.65 feet to a point in the south line of Church Road; thence north 88°30' west along the south line of Church Road 40.0 feet to the point of beginning.

This subordination extends only to the above described parcels and does not subordinate the remainder of the acreage held by the beneficiary under said deed of trust.

This subordination is made by the beneficiaries herein to induced Unifirst Federal Savings & Loan Association to make a permanent loan to Jerry W. Hunter, et ux in the principal sum of \$35,000.00, to finance construction of house situated on the above described 3 acre tract, and it is the intention of the

undesigned beneficiaries that any lien shall be second and subordinate to the
lien of Unfirst Federal Savings & Loan Association, when same has been duly
executed and recorded.

WITNESS our signatures this the 5th day of February, 1975.

Catherine B. Marshall
Catherine B. Marshall

Shirley B. Guy
Shirley B. Guy

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 Catherine B. Marshall and Shirley
B. Guy, who acknowledged that they signed and delivered the above and foregoing
instrument 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 5 day of
February, 1975.

J. B. King
Notary Public

My Commission Expires:
January 15, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
05 minutes A. M. 7 day of Feb 1975, and that the same has been
recorded in Book 183 Page 217 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
247 PAGE 180
THIS 8 DAY OF Aug 1979
S. H. Ferguson
CHANCERY CLERK

219

DEED OF TRUST

Byron H. Thompson & Mrs. Norma E. Thompson TO THE FIRST NATIONAL BANK, Pontotoc, Miss.,
IN CONSIDERATION OF Ten Dollars in hand paid We convey and warrant to
Charles D. Thomas Trustee, the following described property in DeSoto
State of Mississippi, to-wit: entire interest and lien for rent and supplies in any and all crops of cotton, cotton seed,
fodder, hay or any other agricultural products raised by or renters or hands in employ on lands belonging to
or to or any other land during the year of 19 and all succeeding years, so long
as this Trust Deed remains in force, or any sum advanced remains unpaid:

TRACT #1: The land and all improvements thereon described as: Beginning at an iron pin North 3 Degrees and 30 Minutes West 374.22 feet from the Southeast Corner of the Northwest Quarter of Section 8, Township 2 South, Range 7 West DeSoto County, Mississippi; thence North 3 Degrees 30 Minutes West 374.22 feet to an iron pin; thence South 87 Degrees 00 Minutes West 1,320.0 feet to an iron pin; thence South 3 Degrees 30 Minutes East 374.22 feet to an iron pin; thence North 87 Degrees and 00 Minutes East, 1,320.00 feet to the true point of beginning; containing 11.34 acres, more or less. The bearings are magnetic.

TRACT #2: The land and all improvements thereon described as: Beginning at an iron pin North 3 Degrees 30 Minutes West 748.44 feet from the Southeast Corner of the Northwest Quarter of Section 8, Township 2 South, Range 7 West DeSoto County, Mississippi; thence North 3 Degrees 30 Minutes West 374.22 feet to an iron pin; thence South 87 Degrees and 00 Minutes West 1,320.00 feet to an iron pin; thence South 3 Degrees and 30 Minutes East 374.22 feet to an iron pin; thence North 87 Degrees 00 Minutes East 1,320.0 feet to the true point of beginning; containing 11.34 acres, more or less. All bearings are magnetic.

In Trust for the Following Purposes:

1. (A) To secure the payment of the following note or notes in favor of THE FIRST NATIONAL BANK, Pontotoc, Mississippi, dated even herewith and due as follows:
(\$ 7500.00) Seventy Five Hundred and 00/100---Dollars Due As Follows: 19
(\$) Dollars Due 19
(\$) Due and payable in monthly install-Dollars Due 19
(\$) ments of \$155.69 each beginning on Dollars Due 19
(\$) February 20, 1975 and continuing Dollars Due 19
(\$) each successive month thereafter Dollars Due 19
(\$) until paid in full on January 20, Dollars Due 19
(\$) 1980. Dollars Due 19

Bearing interest at the rate of 9 percent per annum from Date together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or here after contracted with either said Mortgagee or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such 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 of grantor.

(C) Also any amount paid out or contracted to be paid, by said Mortgagee or 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 percent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this deed of trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of 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 therein in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado 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 proceeds of all property described in this deed of trust and all collaterals held by said Mortgagee (or 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 Mortgagee or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said Mortgagee or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in 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 then the 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, and said Trustee shall take possession of said property and shall sell the same, or a sufficiency 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 for 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, but shall be advertised in all counties where situated; and in case of personal 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 reasonable Trustee's fee and the expense of executing this trust.

V. The owner, or owners, of said indebtedness, whether they be the original owner, or owners, by assignment, may whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed as Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the County where said property or any part of it is situated, shall be deemed to have acted for all, and a subsequent appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of trust dated the 12th day of January 19 73 and recorded in Book 153 Page 19 and deed of trust dated 7th day of February 19 74 and recorded in Book 172 Page 155 Deed Records, DeSoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

WITNESS our signatures this the 13th day of January 19 75
✓ Byron H. Thompson
✓ Norma E. Thompson

STATE OF MISSISSIPPI
County of Pontotoc

Personally appeared before me, Linda K. Huey, a Notary Public in and for said County and State, the above named Byron H. Thompson & Norma E. Thompson who acknowledge that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 13th day of January 19 75.



MY COMMISSION EXPIRES APRIL 30, 1978

Linda K. Huey
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 Feb. 1975, and that the same has been recorded in Book 183 Page 219 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.
Fees \$ 3.00 pd.
SEAL H. P. Ferguson, CLERK

TRUST DEED

8415
FROM
Byron H. Thompson
Norma E. Thompson
TO
THE FIRST NATIONAL BANK
Pontotoc, Mississippi
C. D. Thomas, Trustee

State of Mississippi
Desoto County
I, the undersigned Chancery Clerk of said County, hereby certify that this Trust Deed was filed for record at 10:45 o'clock A.M., on the 10 day of Feb., 19 75 and that the same is duly recorded in Book Page Records of Trust Deeds in my office. Witness my hand and seal this 19 day of 19

By Clerk
D. C.
Clerk's Fee \$ 1.50. pd
3.00- fee
1.50- and

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 21st day of Feb. 19 68, made and executed by J. A. Aldridge
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 Chattel Trust Deed Record No. 200 on page 71
of the Record of Trust Deeds, on the 4th day of March 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.

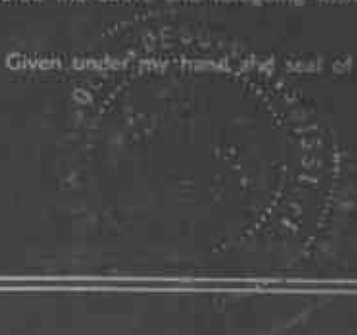
Bank of Mississippi, Olive Branch, Miss.

Roggy 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 Roggy 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 6th day of February A. D. 19 75



My Comm. Expires Nov. 6, 1976

LEWIS & CLARK

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 Feb. 1975, and that the same has been
recorded in Book 185 Page 221 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$ 2.50 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 Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of Sept. 19 72, made and executed by Roger Layne Hopper and
wife, Bettye Jean Hopper 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. 150 on page 613
of the Record of Trust Deeds, on the 24th 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.

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 Baker
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 6th day of February A. D. 19 75



A. Henry Baker
My Comm. Expires Nov. 5, 1975

LA 98103-6488/1000 17444

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 222 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Roy Hoover, et ux,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
W.E. Manning, ET UX
Beneficiary

THIS INDENTURE, Made this 9th day of January, 1975
between Roy Hoover and wife, Audrey Fay Hoover, parties
of the first part,
and W.E. Manning and wife, Inez C. Manning, 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 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 \$600.00 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 is to be paid annually.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, 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 W.E. Wilroy 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 ~~may be raised on said land, and all the crops of every kind to be grown by the party of the first part working with or under the party of the second part either as landlord or tenant or otherwise during the year 1975 on the land that may be cultivated, or cause to be cultivated as landlord or tenant and all farming implements of every kind and~~

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 ies of the first part promptly pay the above stated indebtedness on or before the ~~9th~~ 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 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 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 of said County, the within named Roy Hoover and wife, Audrey Fay Hoover,

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
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
Before me, one 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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 10 day of Feb, 1975, and that the same has been recorded in Book 183 Page 223 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb, 1975.

Fees \$2.50 pd.
H. P. Ferguson, CLERK
Paid, Satisfied and Cancelled
This 30th day of April 1982
W.E. Wilroy, Justice
Attest
W. B. Ferguson, County Clerk
By D. W. Mc Cain, D.C.

Assignment of this instrument to DeSoto TID Book
No. 194 Page 642
This the 5 day of Jan 19 76

CANCELLED BY AUTHORITY RECORDED IN BOOK
299 PAGE 123
THIS 17 DAY OF June 19 83
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JAMES P. DAVIS, ET UX

To { DEED OF TRUST

C. W. KELLY

THIS INDENTURE, Made this 31 day of January 19 75
between James P. Davis and wife, Sharron L. Davis

and C. W. Kelly 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 \$9,000.00 due and repayable in 120 equal

amortized monthly installments of \$118.94 each, the first installment due and payable
on or before the 1st day of March, 1975 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 on an amortized basis.

~~And my further intent that the party of the second part may furnish the party of the first part during the term of this instrument...~~
Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part
paid by James E. Woods Trustee, the part ies of the first part by 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: All of the agricultural
products of every kind that... land and all the crops of every kind to be grown by...
family or any lands working with or under... other and called as tract or otherwise during the year... the land that...
any culture, or time to be cultivated... and all... of any kind and...

Lot 31, Section "A", College Grove Subdivision located in Sections 10 and 11, Township
2 South, Range 6 West, DeSoto County, Mississippi more particularly described as per
plat recorded in Plat Book 13, Page 50-53 in the office of the Chancery Clerk of DeSoto
County, Mississippi.

Parties of the first part reserve the right to prepay all or any part of said indebted-
ness on or before due date without penalty. Failure to make any 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 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 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
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 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 their
heirs or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signatures, the date written above.

Witness

James P. Davis
James P. Davis
Sharron L. Davis
Sharron L. Davis

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named

James P. Davis and wife, Sharron L. Davis

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 January, 19 75.

My Commission Expires: Nov. 24, 1975

Notary Public Lueta C. Perry
By Lueta C. Perry

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
55 minutes A. M. 10 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 224 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$ 2.50 pd.

H. D. Ferguson, CLERK

ASSIGNMENT OF NOTE

On October 3, 1974 Madge Harrison assigned to the Memphis Bank and Trust Company a promissory note dated December 27, 1973, payable to the order of Madge Harrison in the amount of Six Hundred Eighty Thousand Six Hundred Seventy-Four (\$680,674.00) Dollars, executed by Rebco Land Company, secured by Deed of Trust recorded in the Chancery Court Clerk's Office of Desoto County, Mississippi in Book 169,, page 413. The purpose of said assignment was to secure the Memphis Bank and Trust Company the payment of a note to said Bank executed by Madge M. Harrison, and

WHEREAS, the said Madge M. Harrison has executed a note in the sum of Sixty Three Thousand Forty Eight and 58/100 (\$63,048.58) Dollars, dated January 30, 1975, and due January 30, 1976, payable to the Barretville Bank and Trust Company, said note being executed for the purpose of paying off the aforementioned note to the Memphis Bank and Trust Company.

In consideration of the payment of all sums due the Memphis Bank and Trust Company from Madge Harrison the said Memphis Bank and Trust Company, Memphis, Tennessee, hereby endorses, assigns and transfers all of its right, title and interest to the Barretville Bank and Trust Company, Barretville, Tennessee, in the aforementioned promissory note in the sum of Six Hundred Eighty Thousand Six Hundred Seventy-Four (\$680,674.00) Dollars, executed by Rebco Land Company and the Deed of Trust securing said note recorded in the Chancery Court Clerk's Office of Desoto County, Mississippi, in Book 169, page 413, and the said Madge Harrison joins in the execution of this assignment to the said Barretville Bank and Trust Company for the purpose of assigning her right, title and interest in and to said note as collateral security for the original Sixty-Three Thousand Forty Eight and 58/100 (\$63,048.58) Dollar note, executed by her, and hereby ratifies all acts in regard thereto by the Barretville Bank and Trust Company.

Executed this 30th day of January, 1975.

MEMPHIS BANK AND TRUST COMPANY

BY [Signature]
Madge M. Harrison
Madge M. Harrison

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 30 day of January, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Madge M. Harrison to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.
WITNESS my hand and Notarial Seal at office the day and year above written.

[Signature]
Notary Public

My Commission expires: 10/4/78
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jimmie R. Perkins, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ~~tax~~ an Officer of Memphis Bank and Trust Company, the within named bargainer, a corporation, and that he as such 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 Officer

WITNESS my hand and seal at office in Memphis, Tennessee, this 30th day of January, 1975.

[Signature]
Notary Public

My commission expires: 10/4/78

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 Feb. 1975, and that the same has been recorded in Book 183 Page 225 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$2.50 pd.

BEAR [Signature] CLERK

TRUST DEED

THIS INDENTURE, made this the 7th day of February, 1975, between ROBERT D. CLUTTER, JR. and wife, SHARON G. CLUTTER, Party of the First Part, and SOUTHAVEN REALTY CO., INC., 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 HUNDRED and NO/100 DOLLARS (\$400.00), with interest from date at the rate of Eight percent (8%) per annum, repayable in 12 equal monthly installments of \$36.00 each, beginning March 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 2919, Section N, in Southaven West Subdivision, on Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Flat Book 5, Pages 8 and 9, 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 156, Page 325, 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.

Robert D. Clutter, Jr.
Robert D. Clutter, Jr.
Sharon G. Clutter
Sharon G. Clutter

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert D. Clutter, Jr. and wife, Sharon G. Clutter, 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 7th day of February, 1975.

My Commission expires:

Bobbie M. Braswell
Notary Public

My Commission Expires Feb. 19, 1976



CANCELLED BY AUTHORITY RECORDED IN BOOK
2/6 PAGE 93
THIS 23 DAY OF Sept 1972

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 10 day of Feb. 1975, and that the same has been recorded in Book 183 Page 226 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees 2.50

H. P. Ferguson

Frank O. Olson
60 Robinson St.
Hernando, Ms. 38632

MISSISSIPPI RELEASE OF DEED OF TRUST

To the Clerk of the Chancery Court 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 of Trust executed by Bailey Whitten and wife, Vera P. Whitten for the benefit of United Service & Research, Inc. which is recorded in the Records of Deeds of Trust in your office.

Deed of Trust dated 14th day of October, 1957, and recorded in Book 51 at page 515 of the records of Mortgages and Deeds of Trust on file in the office of the Chancery Clerk of DeSoto County, Mississippi.

The indebtedness secured by said Deed of Trust was assigned to the undersigned per instrument recorded in Book 52, page 325 of the records in your office.

WITNESS our hand and seal, this the 30th day of January, 1975.

Jacquelin Chamberlin
Jacquelin Chamberlin
Patricia Diego
Patricia Diego

By: F. C. Leonard
F. C. Leonard

ATTEST:

Marie E. Osmer
Marie E. Osmer
State of Vermont

COUNTY OF Washington

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared F. C. Leonard and Marie E. Osmer with whom I am personally acquainted, and who, upon their oaths, acknowledge themselves to be respectively the President and the Secretary of Northfield Savings Bank the within named bargainor, a corporation, and that they, as such President and Secretary being duly authorized to so do, signed and delivered the foregoing instrument for the purposes therein contained by the said F. C. Leonard President subscribing thereunto the name of the corporation, by himself as such President and by the said Secretary affixing and attesting thereon the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Washington County this 30th day of January, 1975.

E. C. Bell
E. C. Bell
Notary Public

My commission expires: February 10, 1975



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 Feb. 1975, and that the same has been recorded in Book 183 Page 227 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fee 2.50

H. P. Ferguson
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 Security Bank of Hernando
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of August 19 74, made and executed by James Frank Christopher
& Edward L. Whitten, Sr. of Hernando, Mississippi to Security Bank of Hernando
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Land Trust Deed Record No. 178 on page 595
of the Record of Trust Deeds, on the 23rd day of August 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
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.

Security Bank of Hernando

Martha S. Rucker

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority, James C. Bussey
in and for County and State aforesaid, Martha S. Rucker 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 February

James C. Bussey



My Commission Expires April 15, 1977

LAWRENCE-GARDNER 87144

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
30 minutes P. M. 7 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 228 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of Feb. 1975.

Fees \$2.50 pd.

SEAL *H. P. Ferguson* CLERK

2.50 383324

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 Thomas F Bing and wife Minnie Bing to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 117 of Book Number 170 of the Record of Deeds or Deeds of Trust in your office.

This 30 day of January 19 75

THE FIRST NATIONAL BANK OF MEMPHIS By Marie Jorda 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 30 day of January, AD, 19 75



Alma L. Leppert Notary Public MY COMMISSION EXPIRES NOV. 27, 1977

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 Feb. 1975, and that the same has been recorded in Book 183 Page 229 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

230

250

329444

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 Henry Hugh Walker Jr. and wife Mary Elizabeth Walker FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 205 of Book Number 138 of the Record of Deeds or Deeds of Trust in your office.

This 3 day of Feb, 19 75

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie Jordan Operations Officer

STATE OF TENNESSEE)
SHELBY COUNTY) SS

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 3 day of Feb., AD, 19 75

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 11 o'clock no minutes A. M. 11 day of Feb. 1975, and that the same has been recorded in Book 183 Page 230 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$2.50 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

CHARLES L. JARRETT and wife, VELMA JARRETT

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated January 21, 1975, securing a note in

the sum of \$36,050.00 recorded in Book 183, Page 129

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 February, 1975.

BAILLY 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 3rd day of February, 19 75.

Margaret S. [Signature]
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

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 Feb. 1975, and that the same has been recorded in Book 183 Page 231 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

232

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the of DeSoto County, Mississippi, to-wit:

Lot 968, Section E, Greenbrook S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 3rd day of February, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: B. J. Renfrow
B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 3rd day of February, A. D., 1975.

Carrie D. Bells
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Aug. 11, 1978
L-DL-4

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 Feb. 1975, and that the same has been recorded in Book 183 Page 232 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of Feb. 1975.

Fee \$ 2.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
492 PAGE 239
THIS 6th DAY Dec. 1989
W.C. Davis
by P. Taylor, Jr.

pt of sec.
Partial Release of this Instrument Recorded in
Real Estate 70 Book
No. 264 Page 619
This 12 day of Oct. 1980
H.B. Ferguson, Clerk

233

DR. H. M. WADSWORTH, ET AL, GRANTORS)
TO)
THE HERNANDO BANK, BENEFICIARY)
DEED OF TRUST

This indenture made this 26th day of December, 1974 between Dr. H. M. Wadsworth, Terry Frost, Barry Briggforth and Colleen Engle of the first part, and The Hernando Bank 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 and No/100 (\$200,000.00) Dollars evidenced by one promissory note of even date bearing interest as provided in the note, due and repayable on or before June 26, 1975.

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 Joel P. Walker, 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 South 161 acres of the North Half of Section 17, Township 3, Range 7 West, less the 2.5 acres conveyed to H. F. Robison, Jr., in the extreme Southeast corner and the 7.5 acres, more or less, conveyed to Todd in the extreme Southwest corner leaving a net of 151.0 acres, more particularly described as follows:
BEGIN at a point 330 feet west of the southeast corner of the North Half of Section 17, Township 3, Range 7; thence with the North line of the Craigen Estate on the East-West Half Section Line West 4,298 feet to a point in the center of a Drainage Ditch at the Southeast corner of the Todd 7.5 acre tract; thence northerly with the center of said Drainage Ditch 511.5 feet to the center of another Drainage Ditch; thence in a westerly direction with the center of the Drainage Ditch 792 feet, more or less, to the West Line of Section 17; thence with the Section line North 852.5 feet to the Robison Southwest corner; thence with the South line of the Robison 159 acre tract East 5,288 feet, more or less, to the East line of Section 17; thence with the Section line South 1,001.0 feet to the Northeast corner of the 2.5 acre tract; thence with the North line of said tract West 330 feet to a point; thence with the West line of said tract South 330 feet to the point of beginning, containing 151.0 acres, more or less.

This is a first and prior lien on the above described land.

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

WITNESS our signatures the date written above.

Dr. H. M. Wadsworth
Dr. H. M. Wadsworth
Terry Frost
Terry Frost
Barry Bridgforth
Barry Bridgforth
Colleen Engle
Colleen Engle

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of said County, the within named Dr. H. M. Wadsworth, Terry Frost, Barry Bridgforth and Colleen Engle 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 3rd day of February, 1975.

Rebecca Kelly
Notary Public

My Commission expires:

5-1-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 11 day of Feb 1975, and that the same has been recorded in Book 182 Page 233 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb, 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson CLERK

o/r m.

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 10th day of February 1972, made and executed by Isiah Tate and wife
7th December 73
Louise Tate Parties 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. 138 on page 364
169 on page 212

of the Record of Trust Deeds, on the 10th day of February A. D. 1972 is now fully paid
12th December 73

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 February, 1975.

THE HERNANDO BANK

by A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

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 February, A. D. 1975

Elois M. Barbee

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 11 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 235 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

OK. *[Handwritten initials]*

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 February 19 72, made and executed by Herman J. Redwine
and wife Barbara S. Redwine 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. 138 on page 229
of the Record of Trust Deeds, on the 4th day of February, 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 10th day of February, 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 February, A. D. 19 75
My Commission Expires: July 1, 1978
[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 Feb. 1975, and that the same has been
recorded in Book 183 Page 236 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 12 day of Feb 1975.
Fees \$ 250 ⁰⁰.
CLERK *[Signature]*

o/p R.T.

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 April 1971, made and executed by J. S. Elcan
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. 127 on page 491
of the Record of Trust Deeds, on the 30th day of April 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 February, 1975.

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

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
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 February A. D. 1975
[Signature]
My Commission Expires Jan. 7, 1978

LAWRENCE-GREYWOOD 27814

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 237 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED MAY 30 1975
THIS 1996 PAGE 500 DAY OF NOVEMBER 1975

FOR REAL ESTATE, CHATTEL OR BOTH

William W. Watts, et ux

To { DEED OF TRUST
FAA Federal Credit Union
9639

THIS INDENTURE, Made this 7th day of February, 1975
between William W. Watts and wife, Norma B. Watts

of the first part,
and FAA Federal Credit Union # 9639 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 Ten Thousand Dollars (\$10,000.00) bearing 9% interest per annum being due and repayable in 120 equal amortized monthly installments of \$126.70, commencing December 13, 1974 with like installments on the 13th day of each month thereafter until paid in full, said indebtedness evidenced by a promissory note dated November 13, 1974.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by D. B. Bridgforth, 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:

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.

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 installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and repayable.

This is a second lien deed of trust on the above described 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 below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day of 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 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 OUR signature S the date written above.
Witness William W. Watts
Norma B. Watts

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named William W. Watts and wife, Norma B. Watts

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 7th day of February, 1975. My Commission Expires January 16, 1977. By Joseph B. Young, Clerk, Notary Public, 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, depose and say 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 no minutes A. M. 11 day of Feb. 1975, and that the same has been recorded in Book 183 Page 238 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb 1975.
Fees \$250
H. P. Ferguson, CLERK

RETURN TO SECURITY TITLE CO.
1444 E. SHELBY SUITE 429
MEMPHIS, TENNESSEE 38114

RELEASE OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and the payment in full of that certain indebtedness due AVCO Financial Services, evidenced by a Deed of Trust executed by THOMAS W. FARRIS and wife, GUSSIE B. FARRIS, dated October 13, 1972 naming Roland Taylor as Trustee in the principal amount of \$4,320.00 recorded at Trust Deed Book 149, Page 231, DeSoto County Mississippi Chancery Clerk's Office. The undersigned as Beneficiary does hereby declare said Deed of Trust to be satisfied and cancelled and hereby directs the DeSoto County Mississippi Chancery Clerk to record this release and make proper marginal notation of said Deed of Trust showing it's cancellation.

This the 10th day of January, 1975.

AVCO FINANCIAL SERVICES, INC.

BY: William E. Thomas

STATE OF Miss
COUNTY OF Desoto

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within named William E. Thomas of AVCO FINANCIAL SERVICES, INC. who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned in their official capacities and for the uses and purposes therein set-forth having previously been authorized so to do.

Given under my hand and official seal this the 10 day of January, 1975.

Dorothy R. Martin
Notary Public

My Commission Expires:
My Commission Expires August 23, 1975

STC 30439
dh
(Farris)

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 Feb. 1975, and that the same has been recorded in Book 183 Page 239 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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STATE OF MISSISSIPPI

COUNTY OF Hinds

AUTHORITY 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 Nov. 1, 1968, and given by Thomas W. Farris and wife, Gussie B. Farris, to Roland D. Marble trustee, for the benefit of Colonial Savings & Loan and owned by the undersigned and which instrument is recorded in Book 105 at Page 371 in your office, same having been fully paid and satisfied.

EXECUTED this 1st day of September, 1972.

COLONIAL SAVINGS & LOAN
A Mississippi Corporation

By: Edward D. Simms
Vice President



ATTEST:

Vicki McDowell
Assistant Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF Hinds

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Edward D. Simms and Vicki McDowell the Vice President and Assistant Secretary-Treasurer, respectively, of the above corporation who acknowledged that they, being first fully authorized so to do, did, on the day and date set out herein, 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 1st day of September, 1972.



Mabel Redden
NOTARY PUBLIC

My Commission Expires:

9-23-74

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 Feb. 1975, and that the same has been recorded in Book 183 Page 240 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.50 pdl.

H. P. Ferguson CLERK

RELEASE OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and the payment in full of that certain indebtedness due North Mississippi Savings & Loan Association evidenced by a Deed of Trust executed by Thomas W. Farris and wife, Gussie B. Farris in the principal sum of \$17,700.00, recorded at Trust Deed Book 146, Page 545, DeSoto County Mississippi Chancery Clerk's Office. The undersigned as Beneficiary does hereby declare said Deed of Trust to be satisfied and cancelled and hereby directs the DeSoto County Mississippi Chancery Clerk to record this release and make proper marginal notation on said Deed of Trust showing it's cancellation.

This the 7th day of ~~January~~, 1975.
February

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

BY: [Signature]

ATTEST: [Signature]

STATE OF MISSISSIPPI
COUNTY OF ~~OSHER~~ DESOTO

This day personally appeared before me, the undersigned officer in and for the jurisdiction aforesaid, the within named of NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned in their official capacities and for the uses and purposes therein set-forth having previously been authorized so to do.

Given under my hand and official seal this 7th day of ~~January~~, 1975.
February

[Signature]
Notary Public

My Commission Expires:

STC 30439
dh

(Farris)

RETURN TO SECURITY TITLE CO.
1241 S. HENRY - SUITE 423
MEMPHIS, TENNESSEE 38110
6071 Leavelle St

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 Feb. 1975, and that the same has been recorded in Book 183 Page 241 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [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

EUGENE BULLARD

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

SIX THOUSAND TWO HUNDRED FIFTY SIX AND 20/100-----DOLLARS

(\$ 6,256.20) 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

MASURTIY , 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 SIXTY (60) MONTHLY INSTALLMENTS OF \$104.27 EACH, THE FIRST BEING DUE ON THE 15TH OF MARCH, 1975 AND ON THE 15TH OF EACH MONTH THEREAFTER UNTIL NOTE 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 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

DE SOTO COUNTY

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

A LOT OR PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 10 WEST, PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTLY LINE OF U.S. HIGHWAY 61, 170 FEET (AS MEASURED ALONG SAID HIGHWAY LINE) FROM THE POINT OF INTERSECTION OF SAID HIGHWAY LINE WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE IN A NORTHWESTERLY DIRECTION AND AT RIGHT ANGLES TO SAID HIGHWAY LINE, 210 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION AND PARALLEL TO SAID HIGHWAY LINE, A DISTANCE OF 230 FEET; THENCE AT RIGHT ANGLES AND IN A SOUTHEASTERLY DIRECTION AND PARALLEL TO SAID LINE WHICH IS 210 FEET LONG, A DISTANCE OF 200 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID SECTION 34. THENCE EAST ALONG THE SECTION LINE A DISTANCE OF 25 FEET MORE OR LESS, TO SAID HIGHWAY LINE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID HIGHWAY LINE TO THE POINT OF BEGINNING AND CONTAINING 1.1 ACRES, MORE OR LESS, TOGETHER WITH ALL IMPROVEMENTS SITUATED THEREON.

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 388 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 6TH day of FEB. 1975

Eugene Bullard
EUGENE BULLARD

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 BULLARD

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 6TH day of FEBRUARY 1975

My Commission Expires June 25, 1978

James P. Tolson
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 Feb. 1975, and that the same has been
recorded in Book 183 Page 243 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of Feb. 1975.
Fees \$5.00 pd.

H. P. Ferguson, CLERK

246

THIS 20 DAY OF Oct 1976

H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 3rd day of February, 1975, between WILL ZACK HUGGINS, III, and wife, SYLVIA S. HUGGINS, 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 TWO THOUSAND FIVE HUNDRED THIRTY-NINE AND 80/100 DOLLARS (\$2,539.80), which includes principal and interest, repayable in 36 equal monthly installments of \$70.55 each, beginning March 8, 1975, and due the 8th 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 363, Section D, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 4 and 5, 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 119, Page 423, 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.

Will Zack Huggins, III
Will Zack Huggins, III

Sylvia S. Huggins
Sylvia S. Huggins

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Will Zack Huggins, III, and Sylvia S. Huggins, 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 3rd day of February, 1975.

My Commission expires:

Beth M. Braswell
Notary Public

My Commission Expires Feb. 19, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P.M. 11 day of Feb. 1975, and that the same has been recorded in Book 183 Page 246 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.50

H. D. Ferguson
CLERK

PARTIAL RELEASE

For value received, S. G. Carkeet releases from the Deed of Trust given by Richard A. Cook, dated March 2, 1972, recorded in Book 139, Page 399, the land in DeSoto County, Mississippi, described as follows, to wit:

Lot 16, Lakeview Village Subdivision, as shown by the Plat recorded in Plat Book 9, Page 9, in the office of the Chancery Clerk of said County and State, in Section 23, Township 1, Range 9.

In all other respects, the Deed of Trust shall remain in full force and effect.

WITNESS the signature of S. G. Carkeet this the 7th day of February, 1975.

S. G. Carkeet
S. G. CARKEET

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, S. G. Carkeet, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned.

Given under my hand and official seal of office this the 7th day of February, 1975.

Notary Public
Notary Public

My Commission Expires:

7/22/75



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 11 day of Feb. 1975, and that the same has been recorded in Book 183 Page 247 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$ 2.00 pd.

SEAL *H. P. Ferguson* CLERK

248

PARTIAL RELEASE

For value received, Commercial and Industrial Bank releases from the Deed of Trust given by Richard A. Cook, dated December 31, 1974, recorded in Book 182, Page 355, the land in DeSoto County, Mississippi, described as follows, to wit:

Lot 16, Lakeview Village Subdivision, as shown by the plat recorded in Plat Book 9, Page 9, in the office of the Chancery Clerk of said County and State, in Section 23, Township 1, Range 9.

In all other respects, the Deed of Trust shall remain in full force and effect.

WITNESS the signature of the Bank by its authorized officers this the 7th day of February, 1975.

COMMERCIAL & INDUSTRIAL BANK

BY Jack H. Patrick
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, Jack H. Patrick as Vice President of Commercial and Industrial Bank, who acknowledged that he signed and delivered the above and foregoing Partial Release for and on behalf of Commercial and Industrial Bank on the day and year therein mentioned.

Given under my hand and official seal of office this the 7th day of February, 1975.

B. K. [Signature]
Notary Public

My Commission Expires: 3/22/77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 11 day of Feb. 1975, and that the same has been recorded in Book 183 Page 248 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of Feb. 1975.

Fees \$2.00 pd.

SEAL H. P. Ferguson, CLERK

REAL ESTATE DEED OF TRUST-MISSISSIPPI

Table with 6 columns: First Payment Date, Final Payment Date, Loan Number, Date of Note, No. of Payments, Amt. of Each Payment. Includes rows for recording fees, vehicle insurance, household goods insurance, and amount of note.

(GRANTORS) (Names and Addresses) Jerri M. Edge, Thomas C. Edge, 705 1/2 Southbridge Cove, Horn Lake, Miss. (GRANTEE) COMMERCIAL CREDIT PLAN, 2600 Poplar, Memphis, TN 38112

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:

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. 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. 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. 6. 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 Grantor become due and payable at once without demand. The Trustees 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, Ms.

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 Forrest and State of Mississippi, described as: Beginning at a point in the southeasterly line of Southbridge Circle at the northern-most corner of Lot 336 of said subdivision 250.49 feet northeastwardly from the northeasterly curb line of Meadowbrook Drive, produced; thence northeastwardly along the southeasterly line of Southbridge Circle 20 feet to a point at the beginning of a 17.43-foot radius curve; thence eastwardly along the arc of said curve 27.38 feet to a point in the southerly line of Southbridge Cove; thence eastwardly along the southerly line of Southbridge Cove 70.62 feet to a point at the southwest corner of Lot 338 of said subdivision; thence southeastwardly 102.63 feet to a point at the southern-most corner of said Lot 338; thence southwestwardly 68.31 feet to a point at the eastern-most corner of said Lot 336; thence northwestwardly 112.3 feet to the point of beginning.

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: Thomas C. Edge (Seal), Jerri M. Edge (Seal)

250

TENNESSEE
STATE OF ~~MISSISSIPPI~~ COUNTY OF SHELBY TO WIT:

That on this 6 day of FEB, 1975, before me, the
subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Thomas C. and Jerri N.
Edge

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.



6-7-77

[Signature]

Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
10 minutes A M. 12 day of Feb, 1975, and that the same has been
recorded in Book 183 Page 249 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of Feb, 1975.

Fees \$2.50pd.

SEAL

[Signature]

CLERK

DEED OF TRUST

THOMAS C. EDGE

JERRI N. EDGE

To

COMMERCIAL CREDIT PLAN, INC.

2600 POPLAR, MEMPHIS, TN.

Trustees for

Commercial Credit Plan

(Lender)

Received for record this 12 day

of February, 1975

at 8:10 A M

Recorded in

No. _____ Page _____

By _____ Clerk

By _____ Deputy

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

DANNY H. FLIPPO AND PAULA R. FLIEPO

to C. B. Henley, Trustee, for the benefit of Bailey
Mortgage Company, dated February 3, 1975, securing a note in
the sum of \$ 28,900.00 recorded in Book 183, Page 171,
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 7th day of February, 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 7th day of
February, 19 75.

Margaret Jacqueline Moore

NOTARY PUBLIC
My Commission Expires Feb. 22, 1978

EMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
no minutes P. M. 11 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 251 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd..

SEAL *H. P. Ferguson* CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

THE STATE OF MISSISSIPPI,
DESOTO COUNTY,

By virtue of the authority vested in me in a certain Deed of Trust given by ASTER E. REYNOLDS and wife, MARY V. REYNOLDS, to THE HERNANDO BANK, HORN LAKE BRANCH, Horn Lake, Mississippi, bearing date of the 24th day of October, 1973, which said Deed is recorded in Real Estate Trust Deed Book 167, at Page 624 in the Chancery Clerk's Office of DeSoto County, I hereby appoint and substitute WILLIAM W. BALLARD, as Trustee instead of ROBERT Q. WHITWELL named in said Deed of Trust, the said ROBERT Q. WHITWELL not being able to execute said Trust at this time.

This the 11th day of February, 1975.

THE HERNANDO BANK

By: [Signature]
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 he signed and delivered the above and foregoing Appointment of Substituted Trustee on the day and date therein mentioned and for the purposes therein expressed on behalf of the said THE HERNANDO BANK, being first duly authorized and empowered by said Bank to do so.

Given under my hand and official seal of office, this the 11th day of February, 1975.

My Commission Expires Jan. 7, 1978



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 05 minutes A. M. 12 day of Feb. 1975, and that the same has been recorded in Book 183 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

H. P. 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
Harry Williamson and wife, Judy C. Williamson
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
Four Thousand Twenty Nine and 60/100-----DOLLARS
(\$4,029.60) evidenced by 1 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 repayable in 60 monthly installments of \$67.16 each, the first installment
due and payable on or before the 21 day of March, 1975 and one install-
ment due on the same day of each month thereafter until paid in full. If any install-
ment is not paid at the time and place as specified in the promissory note,
the entire amount shall be due and payable at the election of the holder hereof.

A late charge of 5% of amount of installment payment on each installment payment
will be charged on payments of 10 or more days past due with a minimum of \$2.00 and
a maximum of \$5.00 per payment.

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 9, Kerrwood Subdivision situated in Section 34, Township 1, Range 6 West, DeSoto
County, Mississippi as per plat recorded in Plat Book 1, Page 34, Chancery Clerk's
Office, DeSoto County, Mississippi to which reference is herein made.

This deed of trust is second and subordinate to outstanding deed of trust to Colonial
Savings & Loan dated November 7, 1967 recorded in Book 98, Page 47, Land Trust Deed
Records, DeSoto County, Mississippi and subsequently assigned to Greater New York
as shown by assignment of record in Book 99, Page 335, Land Trust Deed Records, DeSoto
County, Mississippi.

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 impose 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 heretofore 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 February 1975.

Harry Williamson
Harry Williamson

Judy C. Williamson
Judy C. Williamson

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

Harry Williamson and wife, Judy C. Williamson 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 February 1975.

My Commission Expires: *Mar 24, 1975* *Louise C. Perry*
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 Feb. 1975, and that the same has been recorded in Book 183 Page 255 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fee \$ 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 Jack W. Ussery, President
of First National Bank the beneficiary, does hereby certify that a certain trust deed
bearing date the 11 day of August 19 72, made and executed by Nathaniel Warren & wife
Erma Mae Warren of Desoto 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 State Trust Deed Record No. 146 on page 316
of the Record of Trust Deeds, on the 11 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.

First National Bank

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 7 day of February A. D. 19 75



Bonnie J. Ingram
Bonnie J. Ingram

My Commission Expires May 7, 1977 5-7-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 12 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 258 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 250 pd.

SEAL H. P. Ferguson, CLERK

Form No. 7-811

Deed of Trust

This Indenture Made this the 31st day of January 1975 by and
 between Preston Roten and wife, Mary Ann Roten
 of the first part J. R. Wilson and J. N. Muir of the second part,
 as Trustee, and
Union Planters National Bank
 of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and their successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 1632, Section F of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 29 and 30, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 1062 Mississippi Valley, Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereto belonging, including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Three Thousand Two Hundred Sixty-three & 04/100 dollars One promissory instalment note of even date herewith executed by Preston Roten and wife, Mary Ann Roten, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$3,263.04 in forty-eight monthly instalments being in the sum of \$67.98 each on the 17th day of each month, beginning March 17, 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

RECORDED BY _____ COUNTY RECORDS IN 1975
241 PAGE 52
 THIS 10 DAY OF April 1975
H. W. [Signature]
 CHANCERY CLERK

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee 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; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

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 be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Preston Roten (SEAL)
Preston Roten (SEAL)
Mary Ann Roten (SEAL)
Mary Ann Roten (SEAL)

STATE OF Tennessee }
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned
in and for the State and County aforesaid, the within-named
who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 10th day of February

Anita Jones
Notary Public.



263.04

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 259 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.
Fees \$ 3.50 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 Jack W. Ussery, President
of First National Bank the beneficiary, does hereby certify that a certain trust deed
bearing date the 29 day of January 1970, made and executed by Frankie Leake & husband
Hayward Leake Jr. 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 State Trust Deed Record No. 115 on page 174
of the Record of Trust Deeds, on the 29 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.

First National Bank

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 7 day of February A. D. 1975



Bennie J. Ingram
Bennie J. Ingram

NOT EXPIRES UNTIL May 3, 1977

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 261 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

262

PARTIAL RELEASE

FOR VALUE RECEIVED, the Beneficiary of that certain deed of trust made and executed by P.B. Johnson, and wife, Jeanette R. Johnson to Joe R. Hudspeth, Trustee for North Mississippi Savings & Loan Association, dated August 6, 1971, recorded in book 132, page 22, in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument the land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit:

Commencing at the intersection of the west right-of-way of U.S. Highway 78, and south right-of-way of Blocker Avenue in the Town of Olive Branch, Mississippi; thence south along said highway right-of-way 125 feet to a point; said point being the point of beginning of the hereinafter described tract; thence continuing southward along said highway right-of-way 84 feet to a point; thence westerly and parallel to said right-of-way of Blocker Avenue 209 feet to an iron pin; thence northward parallel to said highway right of way 84 feet to a point; thence easterly parallel to said Blocker Avenue 209 feet to the point of beginning and being part of the same lot conveyed to P.B. Johnson, et ux by Deed from N. J. Brantley et ux, of record in book 87, page 576, of the land deed records of DeSoto County, Mississippi.

This is a partial release releasing only the above described lands. In all other respects said Deed of Trust shall remain in full force and effect.

The undersigned beneficiary in 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 the signature of the duly authorized official of North Mississippi Savings and Loan Association, this the 11th day of February, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION
BY: [Signature]
W. N. Davis, Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the within named W. N. Davis, Vice President of North Mississippi Savings & Loan Association, a Mississippi Corporation, who acknowledged that he executed the above and foregoing instrument on the day and date therein mentioned for and on behalf of and as the act and deed of said corporation, he having been first duly authorized so to do.

Given under my hand and official seal of office this the 11th day of February, 1975.

[Signature]
Notary Public

My Commission Expires: Jan 6, 1976

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 12 day of Feb. 1975, and that the same has been recorded in Book 183 Page 262 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 13 day of Feb. 1975.

Fee 2.50

[Signature]

oil pp.

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 12th day of October 1973, made and executed by Lowell F. Fairley and wife,
Nadine Fairley 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. 167 on page 21
of the Record of Trust Deeds, on the 15th day of October, 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 11th day of February, 1975.

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 February, A. D. 1975

[Signature]
My Commission Expires Jan. 7, 1978

LANIER-GREENWOOD 87614

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 263 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pr.

SEAL *[Signature]* CLERK

264

o/c vs.

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 July 1971, made and executed by Sam Blair and James
S. Smith 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. 131 on page 234
of the Record of Trust Deeds, on the 22nd day of July, 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 11th day of February, 1975.

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February, A. D. 1975

[Signature]
My Commission Expires Jan. 7, 1978

LAWRENCE-GARDNER 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 18 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 264 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.

[Signature] CLERK

0/1
7/21

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 16th day of February 19 73, made and executed by A. W. Bouchillon
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. 154 on page 170
of the Record of Trust Deeds, on the 16th 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. This the 11 day of February, 19 75.

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February, A. D. 19 75

[Signature]
My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 12 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 265 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

6/11/87

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 14th day of January 19 72, made and executed by Charles W. Saurenman and
wife, Arnie R. Saurenman 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 137 on page 346
of the Record of Trust Deeds, on the 18th day of January, 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 11 day of February, 19 75.

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

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February, A. D. 19 75

[Signature]
My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 12 day of Feb., 1975, and that the same has been
recorded in Book 183 Page 266 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb., 1975.

Fees \$ 2.50 pd.

[Signature] CLERK

O/R
1/11

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 17th day of August 1973 made and executed by Billy B. Wilson and wife,
Shirley P. Wilson 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. 164 on page 534
of the Record of Trust Deeds, on the 24th day of August 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 11 day of February, 19 75.

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

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February A. D. 1975

[Signature]
My Commission Expires Jan. 7, 1978

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 267 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.
SEAL *[Signature]* CLERK

o/c Mr.

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 30th day of October 1974, made and executed by Billy B. Wilson and wife,
Shirley P. Wilson
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. 181 on page 216
of the Record of Trust Deeds, on the 4th day of November 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 11 day of February, 1975.

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
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 11 day of February A. D. 1975

[Signature]
My Commission Expires Jan. 7, 1978

LARRANCE-GREENWOOD 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 19 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 268 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.

[Signature] CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITIZEN'S BANK, Byhalia, Mississippi, does hereby release from the lien of the Deed of Trust given by KELLY LAND & INVESTMENT, INC., a Mississippi corporation, to D. ROCK MOORE, III, Trustee for the benefit of Citizen's Bank, which Deed of Trust is dated the 7th day of December, 1973, and recorded in Deed of Trust Book 169, Page 181, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

TRACT I: The Northwest Quarter of the Northwest Quarter of Section 36, Township 3 South, Range 6 West, DeSoto County, Mississippi and being particularly described as beginning at the Northwest corner of the said Section 36 and running thence South along the West line of said Section 36 for a distance of 1,310.0 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36; thence East along the South line of said Northwest Quarter of the Northwest Quarter of Section 36 for a distance of 1,340.0 feet to the Southeast corner of the said Northwest Quarter of the said Northwest Quarter of Section 36; thence North along the East line of the Northwest Quarter of the Northwest Quarter of Section 36, for a distance of 1,312.0 feet to the Northeast corner of the said Northwest Quarter of the Northwest Quarter of Section 36; thence West along the North line of the said Section 36 for a distance of 1,330.0 feet to the point of beginning. LESS AND EXCEPT a 2-acre tract lying within the Northwest Quarter of the Northwest Quarter as described in Deed Book 72, Page 169 in the Office of the Chancery Clerk of DeSoto County, Mississippi in the aggregate containing 38 acres, more or less.

In all other respects said Deed of Trust recorded in Deed of Trust Book 169, Page 181, 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 Citizen's Bank, Byhalia, Mississippi,
by its duly authorized officer, this the 6th day of February,
1975.

CITIZEN'S BANK
Byhalia, Mississippi

By [Signature]

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 F. J. Robinson, III
of Citizen's Bank, Byhalia, Mississippi, 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 6th day of
February, 1975.



[Signature]
Notary Public
My Commission Expires 12/31/76

My commission expires:
12/31/76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
15 minutes A. M. 13 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 269 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 3.00 pd.

SEAL [Signature] CLERK

o/c mt

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 23rd day of January 1970, made and executed by V. L. Esrey and wife,
Lillian B. Esrey 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. 115 on page 100

of the Record of Trust Deeds, on the 24th 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 11 day of February, 1975

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

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 11 day of February, A. D. 1975

[Signature]
My Commission Expires Jan. 7, 1978

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 271 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

272

s/p R.P.

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 4th day of January 19 73 made and executed by W. E. Corkern and wife,
Joreen P. Corkern 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 301
of the Record of Trust Deeds, on the 26th day of January, 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 11 day of February, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr. President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February, A. D. 1975

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
20 minutes A.M. 12 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 272 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$2.50 pd.

CLERK H. P. Ferguson CLERK

0/11 1971

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 10th day of June 19 72, made and executed by James L. Sanders and
wife, Ruby L. Sanders 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. 143 on page 535
of the Record of Trust Deeds, on the 13th day of June 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 11 day of February, 19 75.

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 11 day of February A. D. 19 75

[Signature]
My Commission Expires Jan. 7, 1978

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 Feb. 1975, and that the same has been
recorded in Book 183 Page 273 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

274

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 Jerry Gordon Harris and wife, Carolyn White Harris, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated January 17, 1975, securing a note in the sum of \$ 25,550.00, recorded in Book 182, Page 677, 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 \$ 25,550.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of March, 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 7th day of February, 1975.

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:
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 7th day of February, 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 4 o'clock no minutes A. M. 12 day of Feb. 1975, and that the same has been recorded in Book 183 Page 277 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Feb. 1975.

Fees \$ 2.50

H. P. Ferguson
H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
264 PAGE 123
THIS 26 DAY OF Sept. 1980
W. S. Ferguson
CHANCERY CLERK

275

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

This Indenture ^{D-22877-SR} made and entered into this 7th day of FEBRUARY, 1975
by and between

ROBERT ALLEN BUFFINGTON AND WIFE, POLLY HOBBS BUFFINGTON

of the first part, and DELTA TITLE COMPANY, Trustee, of the second part.
WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in ~~DESO~~ County, ~~MISSISSIPPI~~ to-wit:
DESO TO MISSISSIPPI

LOT 270, SECTION B, REVISED, GREENDROOK SUBDIVISION, in Section 19, Township 1 South, Range 7 West, as shown on plat of record in plat book 8, pages 51 and 52, 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.

TO HAVE AND TO HOLD, the abovescribed real estate, together with all the hereditaments and appurtenances thereto 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 abovescribed 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.

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: the said parties of the first part are justly indebted to DELTA INVESTMENT COMPANY in the holder of the notes hereinafter mentioned,

in the sum of ONE THOUSAND THREE HUNDRED AND NO/100----- Dollars, evidenced by A PROMISSORY NOTE OF EVEN DATE HEREWITH, IN THE AMOUNT OF \$1,300.00, EXECUTED BY THE GRANTORS HEREIN, PAYABLE WITH INTEREST AT THE RATE OF 8% PER ANNUM, AND PAYABLE IN MONTHLY INSTALLMENTS FOR PRINCIPAL AND INTEREST IN THE AMOUNT OF \$26.36, COMMENCING ON THE 7th day OF MARCH, 1975 and a like amount on the 7th day of each and every month thereafter to and including JANUARY 7, 1980, and the balance on FEBRUARY 7, 1980.

The property herein conveyed is encumbered by a lien of a deed of trust RECORDED IN BOOK 165, page 197, IN THE CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI

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 6% 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.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than \$1,300.00 against fire AND

EXTENDED COVERAGE in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the

property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which it is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the parties of the first part, their heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quit claim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, 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 to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.
*DESOTO COUNTY, MISSISSIPPI

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the parties of the first part will pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this Deed of Trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of \$ N/A per month, commencing with the date of delivery of the Trustee's Deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

Robert Allen Buffington
ROBERT ALLEN BUFFINGTON
Polly Hobbs Buffington
POLLY HOBBS BUFFINGTON

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ROBERT ALLEN BUFFINGTON AND WIFE, POLLY HOBBS BUFFINGTON to me known to be the person 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 this 7th day of FEBRUARY 1975

My commission expires _____

My Commission Expires Oct. 10, 1977

Low Sunday
Notary Public

State Tax \$ 0
Clerk's Fee \$ _____
Total \$ _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 12 minutes P.M. day of Feb 1975 at the same has been recorded in Book _____



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P.M. day of Feb. 1975, and that the same has been recorded in Book 183 Page 275 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

A. J. Ferguson
CHANCERY CLERK

277

**REAL ESTATE
DEED OF TRUST-MISSISSIPPI**

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Payments	Am't of Each Payment
3-20-75	2-11-78	5891-7746	2-11-75	35	1851.62
Agreed Rate of Chg.	Cash to Borrower	Recording Fee	Vehicle Ins. Premium	Household Goods Insurance Premium	
15.00	3550.67	2.50			
Accident & Health Insurance Premium	Life Ins. Premium	Prin. Am't of Loan	Interest and Charges	Amount of Note	
	206.23	3759.40	1221.92	4981.32	

(GRANTORS)
(Names and Addresses)

Melva V. Crider
Thomas A. Crider
977 Colonial Hills
Southaven, Ms. 38671

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc.
A Tennessee Corporation, Hereinafter Called
Commercial Credit Plan, Inc.
1466 Elvis Presley Blvd.
Memphis

MISSISSIPPI Tennessee

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:

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 installments 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 on 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 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. F. McClary and
Forrest No. 114 Florence Street, Hattiesburg
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 22 89 in Section 4 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, Ms. to which Plat
reference is hereby made for a more particular description of said lot.

Liens or Encumbrances against Realty (If none, insert "None") Southern Savings & Loan Biloxi, Ms
(National Mortgage Company)

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 11th of February 19 75

Signed, sealed and delivered in the presence of:

M. Crider
Candy Crider

Thomas A. Crider (Seal)
Melva V. Crider (Seal)

(See over for Acknowledgment)

ACKNOWLEDGMENT

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

That on this 11 day of Feb, 1975, before me, the

subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Thomas A. CRIDER
AND WIFE MELVA V. CRIDER

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 4-20-76

[Signature]
Notary Public.

(Notarial Seal)



By	No.	Recorded in	at	of	Received for record	Commer	W.T. Mc	Wife MELVA	Thomas A.	DEED
							Forest C			

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A.M. 13 day of Feb. 1975, and that the same has been recorded in Book 183 Page 277 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of Feb 1975.
Fees \$2.50 pd.
SEAL H. P. Ferguson, 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:

Thomas Mattson and wife, Shirley Mattson

For the use and benefit of:

Avco Finance Company of Southaven

On the 30th day of January, 19 75, and recorded in Trust Deed Book 115,
Page 175, 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 30th day of January, 19 75.

Avco Financial Services, Inc.

Bobby C. Jones
By: Bobby C. Jones, Attorney-in-Fact

STATE OF Georgia
COUNTY OF DeKalb

Personally appeared before me, the undersigned authority in and for said County
and State, Bobby C. Jones, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Notary Seal
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 13 day of Feb., 1975, and that the same has been
recorded in Book 183 Page 279 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of Feb., 1975.

Fees \$2.50pd.

SEAL H. P. Ferguson, CLERK

PREPARED BY
SIDNEY M. KATZ, ATTORNEY
4041 KNIGHT ARNOLD RD.
MEMPHIS, TENNESSEE 38118

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, on the 15th day of November, 1961,
Jake Freshour and wife, Betty L. Freshour
executed Deed of Trust to Robert G. Barnett, Trustee(s),
to secure a Promissory Note in the original principal amount of \$ 11,750.00, 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 59, Page 538, to which reference is here made;
and

WHEREAS, The Bowery Savings Bank, 110 East 42nd St., New York, New York
is the owner and holder of the note aforesaid and the Deed of Trust aforesaid securing it by
virtue of an assignment from Allied Investment Company
a holder in due course; and

WHEREAS, the said The Bowery Savings Bank
desires to remove the said Robert G. Barnett as Trustee(s) under
said Deed of Trust and replace him by appointing a Successor Trustee.

NOW, THEREFORE, the said The Bowery Savings Bank
pursuant to and in compliance with authority contained in the Deed of Trust aforesaid, does hereby
remove the said Robert G. Barnett 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 Bowery Savings Bank
has caused this instrument to be executed by and
through its duly authorized officers.

The 14th day of January, 19 75

(CORPORATE SEAL)

THE BOWERY SAVINGS BANK

(CORPORATE SEAL)

By

I. M. Albanese
VICE PRESIDENT

ATTEST:

F. O. ABBEY DEPUTY NOTARY PUBLIC
State OF New York

COUNTY OF New York

Before me, the undersigned Notary Public in and for said County and State
personally appeared I. M. Albanese and F. O. ABBEY
with whom I am personally acquainted and who upon oath acknowledged themselves to be the VICE PRESIDENT
and DEPUTY NOTARY PUBLIC, respectively of THE BOWERY 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 I. M. Albanese VICE PRESIDENT and
attesting the same by the F. O. ABBEY DEPUTY NOTARY PUBLIC

WITNESS my hand and Notarial Seal at office this 14th day of January, 19 75.

My Commission Expires:

Arthur Leah NOTARY PUBLIC

MAIL TAX BILLS TO: NATIONAL MORTGAGE COMPANY, PROPERTY ADDRESS: 1440 Staunton
4041 Knight Arnold Road Southaven, Mississippi 38671
Memphis, Tennessee 38118

ALFRED J. LEVONAVICH
NOTARY PUBLIC, State of New York
No. 30-4504497
Qualified in Nassau County
Term Expires March 30, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 12 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 280 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of Feb., 1975.

Fees \$ 2.25

H. P. Ferguson CLERK

J. D. Ferguson
CHANCERY CLERK

281

This Instrument Prepared by
Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss. 38671

4103306899313

- 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
00660-5	17		HOME-SEC-RE	2-10-75
NAME (BORROWER/GRANTOR/S)		SPINER		FINANCE CHARGE
MERLE E RAINS		SANDRA		\$1367.09
6144 OAKBROOK		CASH ADVANCE		OFFICIAL FEE
SOUTHAVEN MISS 38671		3027.33		5.50
		ANNUAL		TOTAL OF PAYMENTS
		25.00 %		4536.00
		PERCENTAGE RATE		AMOUNT FINANCED
		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE		3168.91
		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID		FINAL PAYMENT DUE
		PRINCIPAL AND INTEREST		2-17-78
		TITILE EXAMINATION FEE		
		EARLY REDEMPTION CHARGE		

WHEREAS, the undersigned Grantor, Merle E. Rains and wife Sandra

whose address is 6144 Oakbrook Dr. Southaven, DeSoto Mississippi 38671

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 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 County of DeSoto State of Mississippi, and described as follows, to wit:

Lot 78, Section "A", in Brookhollow Subdivision on Section 24, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 7, Page 8, in the Office of the Chancery Clerk of said county.

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 89-1-56, 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 10th day of February, 1975

Merle E. Rains
Sandra H. Rains

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Merle E. and Wife Sandra H. Rains

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 10th day of February, 1975.

My commission expires:

My Commission Expires September 7, 1977

[Signature]
NOTARY PUBLIC
STATE OF MISSISSIPPI
DESO TO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A.M. 14 day of Feb. 1975, and that the same has been recorded in Book 183 Page 281 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Feb. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

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231 PAGE 157 THIS 20 DAY OF Sept. 1978

H. P. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JOSEPH D. HARRIS, ET UX, GRANTORS

To { DEED OF TRUST

BERNICE N. BRISCOE, BENEFICIARY

THIS INDENTURE, Made this 12th day of February 19 75 between Joseph D. Harris and wife Alice F. Harris

and Bernice N. Briscoe 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 Five Thousand Five Hundred Dollars (\$5,500.00) evidenced by one promissory note of even date bearing interest as provided in the note, due and repayable in 240 equal amortized monthly installments of \$53.08 each, the first installment due March 15, 1975 and one installment due on the 15th day of each month thereafter until paid in full.

and my further consent that the parties of the second part may demand the parties of the first part during the year 19... out to record... Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Joel P. Walker 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... family, or any... during the year 19... on the land that...

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

Lot 90, Section B, DeSoto Woods Subdivision, as shown by the plat recorded in Plat Book 6, Page 8 in the office of the Chancery Clerk of said County in Section 1, Township 2, Range 8.

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 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 parties of the first part 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 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 conferred, 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 signature S. the date written above. Joseph D. Harris Alice F. Harris

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority Joseph D. Harris and wife Alice P. Harris 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.

MY COMMISSION EXPIRES MARCH 24, 1975

Given under my hand and official seal, this 12th day of February 1975. Sarah Bethune Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. I certify that the within instrument was filed for record at 11 o'clock 25 minutes A. M. 14 day of Feb. 1975, and that the same has been recorded in Book 183 Page 284 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Feb. 1975.

Fees \$2.50 H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That J. B. CODY, MRS. ROBBIE GRAY McCAIN and MRS. MARY FRANCIS BARUZZI, individually, and the only heirs at law of W. B. CODY, deceased, who died intestate on the 20th day of November, 1968, that his estate being administered in cause number 10650, Chancery Court of DeSoto County, Mississippi, styled W. B. Cody, Deceased, Vs. J. B. Cody, Administrator, the beneficiaries, do hereby certify that a certain deed of trust bearing date the 1st day of August, 1968, made and executed by Floyd S. Robertson to W. B. Cody, J. B. Cody, Mrs. Robbie Gray McCain and Mrs. Mary Francis Baruzzi, the above named beneficiaries, and recorded in the office of the Chancery Clerk of DeSoto County, State of Mississippi in Real Estate Trust Deed Book 103, Page 285, of Record of Trust Deeds on the 2nd day of August, 1968, is now fully paid and satisfied; and 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 instrument and that this Order to be recorded in the records of said County also as provided by law.

J. B. Cody

J. B. Cody, individually and as heir at law of W. B. Cody

Mrs. Robbie Gray McCain

Mrs. Robbie Gray McCain, individually and as heir at law of W. B. Cody

Mrs. Mary Francis Baruzzi

Mrs. Mary Francis Baruzzi, individually and as heir at law of W. B. Cody

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally came and appeared before me, the undersigned authority, a Notary Public in and for said County and State, the aforesaid J. B. Cody, individually and as one of the heirs at law of W. B. Cody, deceased, 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 the 31 day of April, 1975.

[Signature]
Notary Public

My Commission Expires:
Dec 4 1978

STATE OF Tennessee
COUNTY OF Shelby

Personally came and appeared before me, the undersigned authority, a Notary Public in and for said County and State, the aforesaid Mrs. Robbie Gray McCain, individually and as one of the heirs at law of W. B. Cody, deceased, who acknowledged that she 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 the 1 day of February, 1975.

[Signature]
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES DEC. 8, 1977

STATE OF New York
COUNTY OF Saratoga

Personally came and appeared before me, the undersigned authority, a Notary Public in and for said County and State, the aforesaid Mrs. Mary Francis Baruzzi, individually and as one of the heirs at law of W. B. Cody, deceased, who acknowledged that she 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 the 7th day of February, 1975.

[Signature]
Notary Public

My Commission Expires:

Mary K. Hill, Notary Public
Saratoga County, New York
Reg. No. 421102
My Comm. Expires March 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M. 14 day of Feb, 1975, and that the same has been recorded in Book 183 Page 285 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of Feb, 1975.

Fees \$3.00 pd.

SEAL [Signature] CLERK

H. P. Ferguson
CHANDLER, MISS.

ASSIGNMENT OF INTEREST IN DEED OF TRUST AND PROMISSORY NOTE

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, sets over and transfers to the Bank of Mississippi his one-third undivided interest in and to that certain deed of trust executed for the benefit of Girtherreen Cowan Caldwell, Leslie Cowan and William Lee Cowan by Ronald L. Zumpstein, et ux, dated August 6, 1973, recorded in Book 16-, Page 484, Land Trust Deed Records in DeSoto County, Mississippi together with a note evidencing the indebtedness secured thereby in the original principal amount of Nineteen Thousand Six Hundred Ten Dollars (\$19,610.00).

The undersigned warrants that said deed of trust hereby assigned constitutes a first lien upon the property herein described subject only to taxes for the current year and future years.

This assignment is made to secure the payment of a note dated the 11th day of February, 1975 in the principal sum of \$300.00, executed by William Lee Cowan and when said note has been paid in full, the Bank of Mississippi will assign any interest it then has in the note and deed of trust to the above referred to the Grantor herein.

This the 11th day of February, 1975.

William Lee Cowan
William Lee Cowan

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 William Lee Cowan, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act.

GIVEN UNDER MY HAND and official seal of office this the 11th day of February, 1975.

[Signature]
Notary Public

My Commission Expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 14 day of Feb. 1975, and that the same has been recorded in Book 183 Page 288 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 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 FIRST NATIONAL BANK
of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of April 19 70, made and executed by A. V. SHANNON
XX to said 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. 117 on page 222
of the Record of Trust Deeds, on the 4th day of May, A. D. 19 70, 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
Southaven, Mississippi

By: [Signature]
(Name) A. V. P. (Title)

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public,
(Name) G. R. TAYLOR, the (Title) Ass't. Vice Pres. of
in and for County and State aforesaid / FIRST NATIONAL BANK, who acknowledged that he signed and
Southaven, Mississippi,
delivered the above and foregoing instrument on the (day and date for the purpose therein mentioned, as the act and deed
of said bank, he being authorized so to do.

Given under my hand and seal of office this 4th day of February, A. D. 1975.

(SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires: May 7, 1975

LAWRENCE GREENWOOD 27244

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 Feb 1975, and that the same has been
recorded in Book 183 Page 289 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$2.50 pd. to [Signature] CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 609
THIS 7 DAY OF May 19 80

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 A.D. MILLON, and
wife, VIOLA C. MILLON

of the first part, hereinafter designated as the Grantor,

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

EVELYN JONES, Also Known As, of the third part, hereinafter designated as the Beneficiary.
EVELYN JONES NORFLEET

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
ONE THOUSAND THREE HUNDRED AND NO/100-----DOLLARS
(\$ 1,300.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight (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:
Eighteen (18) amortized monthly payments of \$75.00 each, the first
payment being due and payable on the 5th day of March, 1975, and a like payment being due and payable on the 5th day
of each and every month thereafter, the final payment in the
amount of \$36.12, being due and payable on the 5th day of
September, 1976, 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:
Beginning at a stake, said stake being 26.82 chains
south of the north line of Section 14, Township 2,
Range 9 West, and 14.97 chains west of the northeast
corner of said section; thence south 5 degrees, 30
minutes east 37.91 chains to a stake; thence south
84 degrees, 50 minutes west, 4.89 chains to a stake;
thence north 5 degrees, 20 minutes west, 9.75 chains to
a stake; thence north 84 degrees, 50 minutes east, 0.64
chains to a stake; thence north 5 degrees, 20 minutes
west, 28.41 chains to a stake; thence north 86 degrees
05 minutes east 4.33 chains to the point of beginning,
containing 16.9 acres of land and being Lot No. 6 of

the Sam W. McCleskey survey of the Aaron Clayton Estate Subdivision made in March, 1946, a copy of said plat being recorded in Deed Book 32, Page 339, in the Office of the Chancery Court of DeSoto County, Mississippi.

By way of further explanation, this is the remaining one-half undivided interest that was not conveyed to A. D. Millon, et ux, by that certain Warranty Deed dated May 13, 1972, and recorded in Warranty Deed Book 96, Page 603, at 3:30 p.m., July 5, 1972.

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 heretofore 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 heretofore 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 February 1975.

A. D. Millon
A. D. MILLON
Viola C. Millon
VIOLA C. MILLON

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 **A. D. MILLON and wife, VIOLA C. MILLON** 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 15th day of February, 1975.

My Commission Expires: *April 3 1975* *Marshall B. Day*
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. 18 day of Feb. 1975, and that the same has been recorded in Book 183 Page 290 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$5.00

H. P. Ferguson

561 Page 626
THIS 18th DAY OF Nov. 1971

W. E. Davis
Chancery Clerk by P. Starkey, oc

Wortman & Mann dnc
Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 190 Page 293
This the 15 day of Sept. 1975
H. S. Ferguson Clerk

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STATE OF MISSISSIPPI
FHA 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.

THIS DEED OF TRUST, made and entered into this 13th day of FEBRUARY 13, 1975, by and between

BILLY W. COZART and wife, BARBARA A. COZART
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., Jackson, MS 39205 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 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.

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-THREE THOUSAND AND NO/100----- Dollars (\$33,000.00), with interest from date at the rate of eight and one quarter 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

BAILEY MORTGAGE COMPANY in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Forty-Eight and 16/100----- Dollars (\$248.16), commencing on the first day of April, 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 March, 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;

Book 362 Page 726
Title the 15 day of April 1982
H. S. Ferguson Clerk

Book 501 Page 432
Title the 13 day of May 1970
W. E. Davis by S. C. D.

Trustmark National Bank
Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 454 Page 240
This the 8 day of Nov 1978
W. E. Davis by L. Cole

600 Nadl Mtg
Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 183 Page 380
This the 20 day of Feb. 1975
H. S. Ferguson 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 (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 (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 SIXTY (60) 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) have hereunto set their hand(s) the day and year herein first written above.

Billy W. Cozart
BILLY W. COZART

Barbara A. Cozart
BARBARA A. COZART

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me, Notary Public, the undersigned authority in and for the said County, the within named BILLY W. COZART and BARBARA A. COZART, 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 February, 1975.
My Commission Expires May 6, 1978

Ernie McLenore Elder
NOTARY PUBLIC

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

I, H. G. 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 10:00 o'clock A.M., on the 18 day of February, 1975, and was recorded in Vol. 183 Page 293 of the Record of Deeds of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 18 day of Feb. 1975, and that the same has been recorded in Book 183 Page 293 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$5.00 pd.

SEAL *H. G. Ferguson*, CLERK.

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Lot 235, Twin Lakes - Flippo

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 May 4, 1973, and given by Buckner & Shindler Construction Co., Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 158, Page 447, in your office, same having been fully paid and satisfied.

EXECUTED this the 6 day of February,
1975.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, 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, Paul J. Salvo 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 6
day of February, 1975.

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 9 o'clock
30 minutes A. M. 18 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 296 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY OF MISSISSIPPI

694 PAGE 373 THIS 28 DAY OF March 1975

Assignment of this instrument recorded in Deed Book T & D Book No. 185 Page 136 This the 21 day of April 1975

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W. E. Davis M. D. T. ...

VA Form 24-4322 (Home Loan) Revised December 1953. 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 14th day of February, 1975, by and between

BILLY JOE MELTON and wife, DIANE K. MELTON

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

WORTMAN & MANN, INC.

and existing under the laws of the State of Mississippi, a corporation organized post-office address at 444 North State Street, Jackson, Mississippi, 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 2603, Section M, in Southaven West Subdivision, as per plat thereof recorded in Plat Book 4, Pages 52 and 53, 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.

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;

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 Nine Hundred & no/100 Dollars (\$ 26,900.00), with interest from date at the rate of Eight and one-half per centum (8.5%) 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 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 Six & 86/100 Dollars (\$ 206.86), commencing on the first day of April, 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 March, 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

300

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.

Billy Joe Melton
Billy Joe Melton

Diane K. Melton
Diane K. Melton

STATE OF MISSISSIPPI, } ss:
COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Billy Joe Melton and Diane K. Melton, 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 14th day of February, 1975.

Bobbie M. Braswell
Notary Public



00AM

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 18 day of Feb. 1975, and that the same has been recorded in Book 183 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

STATE Clerk do he was 19 > Reco on th Fee

CANCELLED BY AUTHORITY RECORDED IN BOOK 301
217 PAGE 737
THIS 31 DAY OF Oct 19 77
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

William E. McLaughlin and
Jannie M. McLaughlin
To { DEED OF TRUST
FIRST NATIONAL
BANK,
Southaven, Mississippi

THIS INDENTURE, Made this 10th day of February 19 75
between William E. McLaughlin and wife, Jannie M. McLaughlin
Party of the first part,
and First National Bank, Southaven, Miss., Party 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 Seven Hundred Fourteen and 28/100 Dollars (\$5,714.28), which includes principal and interest, repayable in 36 equal monthly installments of \$158.73 each, beginning March 18, 1975, and due the 18th 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 part Y of the first part paid by Edwin C. Hardin Trustee, the part Y of the first part has 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, premises of every kind that

Lot 401, 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.

Jannie M. McLaughlin joins in this conveyance to convey any interest she might have or hereinafter acquire to the above described property including all rights of homestead.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 64, Pages 657, 658, 659, and 660, in the office of the Chancery Clerk 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 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 maturity, 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 their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature the date written above
William E. McLaughlin
Jannie M. McLaughlin

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named William E. McLaughlin and wife, Jannie M. McLaughlin

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 February 19 75
My Commission expires: Feb. 19, 1976
Bobbie M. Braswell
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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 18 day of Feb. 1975, and that the same has been recorded in Book 183 Page 301 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$2.50 pd.

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 COMMERCIAL & INDUSTRIAL BANK
of Memphis, Tennessee, the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of January 1973, made and executed by HARRY M. THURMON and
wife, ANN R. THURMON, to said 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 437
of the Record of Trust Deeds, on the 1st day of February, 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.

COMMERCIAL & INDUSTRIAL BANK
Memphis, Tennessee

By: Jack H. Patrick - V.P.
(Name) Vice President (Title)

STATE OF MISSISSIPPI } TENNESSEE
DeSoto County. of } SHELBY

Personally came and appeared before me, the undersigned authority, a Notary Public
(Name) Jack H. Patrick, the Vice President (Title)
in and for County and State aforesaid, of COMMERCIAL & INDUSTRIAL BANK 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 bank, he being authorized so to do.

Given under my hand and seal of office this 11th day of February, A. D. 1975.

(SEAL)

Albert Johnson
NOTARY PUBLIC

My Commission Expires: 6-20-78

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
55 minutes P. M. 14 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 302 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
- 184 - PAGE 621
THIS 14 DAY OF July 1975
H.B. Taylor
CHANCERY CLERK

303

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 819, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi as shown by plat appearing of record in plat book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of deed of trust dated April 24, 1974 and filed of record in book 174, page 467, 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:

(\$ 22,400.00) Twenty Two Thousand Four Hundred Dollars due 7-24-75

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 24th day of January, 19 75

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 24th day of January, 19 75

James B. Young Notary Public
 My Commission Expires 1-16-77



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 18 day of Feb. 1975, and that the same has been recorded in Book 183 Page 323 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fee \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 184 PAGE 623 305
THE 14 DAY OF April 1975
H. B. Johnson

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 804, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated April 24, 1974 of record in book 174, page 469, 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:

(\$ 22,400.00) Twenty Two Thousand Four Hundred Dollars due 7-24-75

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 24th day of January, 1975

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 24 day of January, 1975

Jane B. Young Notary Public
My Commission Expires 1-15-77

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M., 18 day of Feb., 1975, and that the same has been recorded in Book 183 Page 305 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb., 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

D. C. day office 75 - M. Trust said

W.D. Ferguson

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 799, 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.

This is a renewal and extension of that certain deed of trust dated April 24, 1974 and filed of record in deed book 174, page 471, in the office of the Chancery Clerk of DeSoto County, Mississippi. None

This is the first lien on the above-described property except

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:

(\$ 21,900.00) Twenty One Thousand, Nine Hundred Dollars due 7-24-75

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.

NO 2

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 24th day of January, 19 75

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 24 day of January, 19 75

Jane B. Young
Notary Public
My Commission Expires 1-16-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 18 day of Feb., 1975, and that the same has been recorded in Book 183 Page 307 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb., 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson CLERK

D. C. day office 25 M. Trust said

H. J. Ferguson
CHANCERY CLERK

309

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 778, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat appearing of record in platbook 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated April 24, 1974 of record in real estate trust deed book 174, page 475, 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:

(\$ 22,000.00) Twenty Two Thousand and no/100----- Dollars due 7-24-75

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 24th day of January, 1975

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 24 day of January, 1975
Jasper B. Young Notary Public
 My Commission Expires 1-16-77

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
no minutes A.M. 18 day of Feb. 1975, and that the same has been
 recorded in Book 183 Page 309 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 18 day of Feb. 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson, CLERK

of said Trust
 .M.
 75
 office.
 day
 D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK 311
184 PAGE 626
THIS 19 DAY OF April 1975
H. D. T. [Signature]

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 777, 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

This is a renewal and extension of that certain deed of trust dated April 24, 1974 of record in real estate trust deed book 174, page 477, 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:

(\$ 22,000.00) Twenty Two Thousand and no/100 Dollars due on or before
July 25, 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 885 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 24 day of January, 1975

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 24 day of January, 1975

James B. Young Notary Public
My Commission Expires 1-16-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 70 minutes A.M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 311 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 352 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 313
- 186 - PAGE 267
4 DAY OF June 19 75

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:

Lots 769, 792, 793, 794, 802, 803, 817, 818, and 821, 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.

RELEASE CLAUSE

This Deed of Trust is given on condition that the lots will be released from the lien of this instrument upon payment to the beneficiary of the principal sum of \$4,500.00 per lot to be released plus accrued interest accrued thereon.

This is a renewal and extension of that certain deed of trust dated April 24, 1974 and of record in real estate trust deed book 174, page 461, 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:
\$ 40,500.00, Forty Thousand, Five Hundred and no/100 Dollars due on or before
July 25, 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 24th day of January, 1975

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 24 day of January, 1975

Jesse B. Young Notary Public
My Commission Expires 1-16-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 313 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 4.70 pd.

SEAL H. P. Ferguson CLERK

D. C. office. No. 1975 M. of said Trust

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 August 7, 1974 executed by Delta Investment Company to National Mortgage Company's Beneficiary, which Deed of Trust is recorded in Book 178, Page 341, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Co. 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 A. W. Bouchillon the following described property located in DeSoto County, Mississippi, to-wit:

Lot 42, Acree Place Subdivision, Section 18, Township 3 South, Range 7 West, as per plat thereof of record in Plat Book 8, Pages 35-36, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said A. W. Bouchillon and to his 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 13th day of February, 1975

ATTEST:

[Signature]
STANLEY WENDER, SECRETARY

NATIONAL MORTGAGE COMPANY

[Signature]
SIDNEY M. KATZ
SENIOR VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Sidney M. Katz and Stanley L. Wender who acknowledged that as Senior Vice President and Secretary respectively, for and on behalf of and by authority of National 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 13th day of February 1975.

[Signature]
Notary Public

My commission expires:

My Commission Expires September 1, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock *PM* minutes *18* day of *Feb* 1975, and that the same has been recorded in Book *183* Page *315* records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the *18* day of *Feb* 1975.

Fees \$ *250* pd.

SEAL *[Signature]* CLERK

316

3-5000136

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 Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 180 at Page 559

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 10th day of February, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.
G. R. Munton, Jr.

BY: Tom Young
Tom Young

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 Tom Young, personally known to me to be the Controller and Asst. 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 10th day of February, A.D., 19 74.

Ann H. Phelps
Notary Public

My Commission Expires:

LS 400 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 10 minutes A M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 316 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 2.00 pd.

H. P. Ferguson CLERK

317

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 272
THIS 7 DAY OF Feb 19 77
Chancery Clerk

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date 3-23-75	Final Payment Date 2-6-78	Loan Number 2181-	Date of Note 2-6-75	No. of Pay'ts 35	Am't. of Each Pay't 102.20
Agreed Rate of Chg. 15.00% APR	Cost of Property 3447.50	Recording Fee 2.50	Vehicle Ins. Premium -0-	Household Goods Insurance Premium -0-	Amount of Note 2116.04
Accident & Health Insurance Premium -0-	Life Ins. Premium 235.69	Prin. Am't of Loan 4235.69	Interest and Charges 176.48		Amount of Note 5693.04

(GRANTORS)
(Names and Addresses)

(GRANTEE)

COMMERCIAL CREDIT PLAN

Jerri N. Edge
Thomas C. Edge
705 1/2 Southbridge Cove
Horn Lake, Miss.

2600 Poplar
Memphis, Tr. 38112
XXXXXXXX

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 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 W. T. McLemore and
No. 2809 Laramie Cr. Street, Hattiesburg, Ms.

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 Forrest and State of Mississippi, described as:
Beginning at a point in the southeasterly line of Southbridge Circle at the northern-most corner of Lot 336 of said subdivision 250.49 feet northeastwardly from the northeasterly curb line of Meadowbrook Drive, produced; thence northeastwardly along the southeasterly line of Southbridge Circle 20 feet to a point at the beginning of a 17.43-foot radius curve; thence eastwardly along the arc of said curve 27.38 feet to a point in the southerly line of Southbridge Cove; thence eastwardly along the southerly line of Southbridge Cove 70.62 feet to a point at the southwest corner of Lott 338 of said subdivision; thence southeastwardly 102.63 feet to a point at the southern-most corner of said Lot 338; thence southwestwardly 68.31 feet to a point at the eastern-most corner of said Lot 336; thence northwestwardly 142.3 feet to the point of beginning. Lot 337, Sec. "A", in Desoto Village Subdivision on Sec. 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, page 9-1/2 in the office of the chancery clerk of said Co. &

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:
Thomas C. Edge (Seal)
Jerri N. Edge (Seal)

(See over for Acknowledgment)

ACKNOWLEDGMENT

TENNESSEE
STATE OF ~~MISSISSIPPI~~ COUNTY OF SHELBY, TO WIT:

That on this 6 day of ~~Jan~~ Feb, 1975, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Thomas C. and Jerri N. Edge

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 6-7-77
(Notarial Seal)

[Signature]
Notary Public.

and credit

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 70 minutes A.M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 317 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 3.00 pd.

SEAL *[Signature]* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned Beneficiaries of that certain Deed of Trust made and executed by Citizens Savings, an Illinois Savings & Loan Association, dated August 23, 1973, appearing of record in real estate trust deed book 164, page 461, in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby assign to The Security Bank of Hernando, their interests in said deed of trust, subject only to the limitations and restrictions contained herein.

This Assignment is made for the sole purpose of securing payment of that certain promissory note dated September 11, 1974 in the principal sum of \$50,000.00 bearing interest at the rate of 8% per annum and being due and payable on or before 180 days from the date of said promissory note. This Assignment is subordinate to a previous Assignment of this promissory note to The Hernando Bank, securing a present principal indebtedness of \$50,000.00 plus accrued interest thereon, being payable annually in two (2) installments of \$25,000.00 each, plus accrued interest. This Assignment is given on the express condition that the Security Bank of Hernando will review the unpaid portion of its indebtedness not paid off by the 1975 installment which shall first go toward payment of promissory note to The Hernando Bank secured by previous Assignment. This Assignment is further given on condition that when all sums owed by G. B. Payne to The Security Bank of Hernando on said note have been paid in full that the Security Bank will reconvey all of its right, title and interest in and to the Citizens Savings deed of trust to the undersigned, their successors or assigns.

WITNESS our signature this the 13th day of February, 1975.

G. B. Payne
G. B. PAYNE

Janice C. Payne
JANICE C. 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 and wife, Janice C. Payne, who acknowledged that they signed and delivered the above and foregoing instrument 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 13th day of February, 1975.

James 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
30 minutes A M. 18 day of Feb 1975, and that the same has been
recorded in Book 183 Page 319 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson, CLERK

320

(2)

ASSIGNMENT OF DEED OF TRUST

CANCELLED BY AUTHORITY RECORDED IN BOOK
304 PAGE 77
THIS 21 DAY OF Sept. 19 83
G. B. Payne

FOR VALUE RECEIVED, the undersigned Beneficiaries of that certain Deed of Trust made and executed by Citizens Savings, an Illinois Savings & Loan Association to the undersigned Beneficiaries, said Deed of Trust dated August 23, 1973, and appearing of record in real estate trust deed book 164, page 461, in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby assign said Deed of Trust to Memphis Production Credit Association, subject only to the herein contained limitations and restrictions .

This Assignment is made for the sole and express purpose of securing payment of that certain indebtedness evidenced by promissory note and secured by a deed of trust executed by G. B. Payne to Memphis Production Credit Association dated June 12, 1974, appearing of record in book 165, page 207, in the First Judicial District of Panola County, Mississippi and subsequent advances made by Memphis Production Credit Association to the said G. B. Payne in accordance with the terms of said deed of trust. This Assignment is given on the express condition that when all sums due and owing to Memphis Production Credit Association under said note and deed of trust have been paid in full, that Memphis Production Credit Association will re-assign its interest in said deed of trust to the undersigned and deliver the promissory note evidencing the indebtedness assigned by this instrument.

This Assignment is subordinate to previous assignments given by the undersigned to the Hernando Bank as shown by assignment of record in real estate trust deed book 167, page 214, in the office of the Chancery Clerk of DeSoto County, Mississippi, securing present principal indebtedness of \$50,000.00 and interest accruing thereon, and further subject to an assignment to the Security Bank of Hernando, dated February 13, 1975 securing the payment of a promissory note dated September 11, 1974 securing a principal indebtedness of \$50,000.00 and interest accruing thereon.

WITNESS our signatures this the 13th day of February, 1975.

G. B. Payne
G. B. PAYNE

Janice C. Payne
JANICE C. 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 and Janice C. Payne, who acknowledged, they signed and delivered the above and foregoing instrument on the day and date therein mentioned as their free and voluntary act and deed and for the purposes t herein expressed.

Given under my hand and official seal of office this the 13th day of February, 1975.

James B. Young
Notary Public

My Commission Expires:

1-16-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 35 minutes 4 M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 32, records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 3.00 pd.

SEAL H. H. Ferguson, CLERK

322

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 18th day of June 19 70 made and executed by Eugene Bullard
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. 119 on page 266
of the Record of Trust Deeds, on the 13th day of August A. D. 19 70 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 Notary 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 10th day of February A. D. 19 75

Linda C. Perry



LAWRENCE-BRETHWICK 87444

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
70 minutes A M. 18 day of Feb 1975, and that the same has been
recorded in Book 183 Page 322 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 20 pd.

RECEIVED H. P. Ferguson CLERK

VA Form 26-4222 (Home Loan)
Revised December 1968. Use Op-
tional Section 1919, Title 26,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 17th day of February, 19 75,
by and between KENNETH W. MARTIN and wife, PATRICIA F. MARTIN

, 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 211, 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
living room, three bedrooms, hall and closets, 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 effected 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

469 PAGE 805

THIS 25 DAY OF April 19 89

W. Davis by K. Cole
CHANCERY CLERK

3 24

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 SIX HUNDRED FIFTY Dollars (\$ 26,650.00), with interest from date at the rate of Seven and 3/4 ^{& NO/100ths} 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 ONE HUNDRED NINETY-ONE Dollars (\$ 191.08), commencing on the first day of April, 19 75, AND 08/100ths per centum (0.8%) per annum 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 March, 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 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, 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 grantees.

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.

Kenneth W. Martin
Kenneth W. Martin

Patricia F. Martin
Patricia F. Martin

STATE OF MISSISSIPPI, }
COUNTY OF DeSOTO } ss:

Personally appeared before me, the undersigned, in and for said County, the within named Kenneth W. Martin and Patricia F. Martin, 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 18th day of February, 1975.

Jasper B. Spivey
Jasper B. Spivey



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 70 minutes A M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 323 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 5.00
SEAL *H. P. Ferguson* CLERK

STATE OF _____
County of _____
I, _____
Clerk of the _____
do hereby
witness that
this instrument
was filed
19 75, and
Record of _____
on the _____
Fee \$ _____

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 18th day of June, 19 70, made and executed by Eugene Bullard
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 118 on page 130
of the Record of Trust Deeds, on the 22nd day of June, A. D. 19 70, 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 Notary 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 10th day of February, A. D. 19 75
Linda C. Berry



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
40 minutes A M. 18 day of Feb 1975, and that the same has been
recorded in Book 183 Page 327 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 20 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 Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 23rd day of June 19 70, made and executed by Eugene Bullard
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. 118 on page 408
of the Record of Trust Deeds, on the 8th day of July A. D. 19 70, 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. Nathan Pullin
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 10th day of February A. D. 19 75
Lynch C. Perry



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
No minutes A. M. 18 day of Feb 1975, and that the same has been
recorded in Book 183 Page 328 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 2.00 and.

DEAL H. P. Ferguson CLERK

THIS 15 DAY OF Sept. 1976

H. Y. Ferguson
CHANCERY CLERK

This instrument was prepared by
Jack H. Patrick, Vice Pres.,
Commercial & Industrial Bank,
Memphis, Tennessee.

This Indenture, made by and between

Albert L. Hill and wife, Marla Jean Hill, 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 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.

This conveyance is made in trust, however, to secure the payment of \$5,878.80 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Sixty (60) monthly installments in the amount of Ninety-Seven and 98/100 Dollars (\$97.98) each; first of said installments being due and payable on March 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 so, the holder or holders of the above described notes may pay said taxes and assessments 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.

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 reputation insurance company's subscription clause attached to such 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 in 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 successors in trust, upon any such default so 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 4th day of February, 1975

Albert L. Hill
Marla Jean Hill

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

Albert L. Hill and Marla Jean Hill

who acknowledged that he 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 4th day of February 1975

MY COMMISSION EXPIRES SEPT. 11, 1977 Diane C. Lindsey
 Notary Public.

3509D

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock No minutes A M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 329 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson, CLERK

Re-record
Assignment of this Instrument Recorded in
Real Estate No. Book
No. 287 Page 73
Date the 31 day of Aug. 19 82
H. D. Ferguson

Re-record
Assignment of this Instrument Recorded in
Real Estate No. Book
No. 287 Page 78
Date the 31 day of Aug. 19 82 331
H. D. Ferguson

Branch Memphis #90 No. Mos 144

JAW 21, 19 75

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

Whereas, DAISY M. HOOD RAY

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 Memphis Mississippi, hereinafter called Beneficiary, in the sum of Sixteen Thousand Eight Hundred Forty Five Dollars (\$16,848.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 117.00, the first of said installments being due and payable on the 5th day of MAY, 19 75, and a like installment on the _____ 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:

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.

For source of title see book 116 page 121.

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 herein 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 mortgage 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 sum 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 in this real estate, where necessary for the protection of the said Beneficiary's interest, 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK

322 PAGE 501

THIS 29 DAY OF Aug. 19 84

H. D. Ferguson
CHANCERY CLERK

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 21st day of JANUARY, 19 75

Witness: Richard Scarbrough & Daisy M. Hood Ray

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, Richard Scarbrough one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Daisy M. Hood Ray and

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 Daisy M. Hood Ray and husband and wife.

GIVEN under my hand and official seal, this the 21st day of January, 19 75

Blaine Roberts NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A.M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 381 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Ferguson 1975.

Fees \$ 4.00

H. P. Ferguson

H. D. 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 LLOYD R. SILLS AND WLEE,
LENNIE S. SILLS

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL Trustee, of the second part, hereinafter designated as Trustee, and

COAHOMA NATIONAL BANK, SOUTHAVEN BRANCH, SOUTHAVEN, 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
TWO THOUSAND THREE HUNDRED SEVENTY AND 90/100----- DOLLARS
(\$ 2,370.90) evidenced by their promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 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:

One Promissory Note of even date for \$2,370.90 payable in thirty
(30) equal monthly payments of \$79.03 each, beginning on March 15,
1975, and a like amount on the 15th day of each succeeding 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 70, Section A, Southaven Subdivision in
Section 14, Township 1 South, Range 8 West,
as shown on the revised plat of said sub-
division which is recorded in Plat Book 2,
Pages 4 and 5 in the Office of the Chancery
Clerk of DeSoto County, Mississippi.

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust entered into by the Grantors herein to Allied Investment Company on September 6, 1963, and recorded in Trust Deed Book 72 at page 117 in the Chancery Court Clerk's office, 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 signatures of the grantor this the 14th day of Feb. 19 75

Lloyd R. Sills
 LLOYD R. SILLS

LENNIE S. SILLS
Lennie S. Sills

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 Lloyd R. Sills and Lennie S. Sills 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 14th day of February 19 75
 My Commission Expires Nov. 11, 1975
Henry J. Sutton
 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. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 333 records of REAL ESTATE TRUST DEEDS of said County.
 Witness my hand and seal this the 18 day of Feb 1975.
 Fees \$ 5.00 pd.
 SEAL *H. P. Ferguson* CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, BANK OF MISSISSIPPI, does hereby release from the lien of the Deed of Trust given by SHAMROCK ESTATES, INC., a Mississippi Corporation, to JAMES W. AMOS, Trustee for the benefit of BANK OF MISSISSIPPI, which Deed of Trust is dated the 19th day of February, 1974, and recorded in Deed of Trust Book 173, Page 146, 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 24, Section 8, Shamrock Subdivision 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 26 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 173, Page 146, 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 BANK OF MISSISSIPPI, by its duly authorized officer, this the 12th day of February, 1975.

BANK OF MISSISSIPPI

By C. W. Kelly
C. W. KELLY, 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 C. W. KELLY, President of BANK OF MISSISSIPPI, 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 12th day of February, 1975.

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 11 o'clock no minutes A M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 336 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 2.80

H. P. Ferguson CLERK

H.M. Ferguson
CHANCERY CLERK

DEED OF TRUST

William Jenkins & wife, Christine Jenkins, Jimmy L. Skelton or wife, Sadie Jean Skelton

IN CONSIDERATION OF Ten Dollars in hand paid we convey and warrant to C.D. Thomas Trustee, the following described property in DeSoto County, State of Mississippi, to-wit: entire interest and lien for rent and supplies in any and all crops of cotton, cotton seed, fodder, hay, or any other agricultural products raised by or renters or hands in employ on lands belonging to or to or any other land during the year 19 and all succeeding years, so long as this Trust Deed remains in force, or any sum advanced remains unpaid:

One (1) acre, situated in the Northeast Quarter of Section Twenty (20), Township Two (2), Range Seven (7) West, and more particularly described as follows, to-wit: Beginning at a point in the North line of Section 20, Township 2, Range 7 West, said point being 759 feet West of the Northeast corner of said section; thence South 5 Degrees 30 Minutes East 220 feet to an iron pin; thence South 84 Degrees 30 Minutes West 198 feet to an iron pin; thence North 5 Degrees 30 Minutes West 220 feet to a point in the North line of said Section; thence North 84 Degrees 30 Minutes East along said North line 198 feet to the point of beginning, and containing 1 acre, more or less, and as said lands are shown by survey plat of J.E. Lauderdale, C.E., dated June 4, 1964, which plat shows said lands and also a 5 acre lot in addition on the South side of said lands, BUT SUBJECT HOWEVER to existing right-of-way for Starr Landing Road on the North side of said lands, to the existing easement for electric circuit purposes held by North Central Mississippi Electric Power Association of record in Book 37, Page 400 of the records of said County, and to existing zoning, subdivision and building regulations of DeSoto County, Mississippi.

Five (5) acres, situated in the Northeast Quarter of Section Twenty (20), Township Two (2), Range Seven (7) West, and more particularly described as follows, to-wit: Commencing at a point in the North line of Section 20, Township 2, Range 7 West, which said point is 759 feet West of the Northeast corner of said Section; thence South 5 Degrees 30 Minutes (Description continued on the reverse side hereof and signed at the end for the purpose of identification)

In Trust for the Following Purposes:

I. (A) To secure the payment of the following note or notes in favor of Jimmy L. Skelton or wife, Sadie Jean Skelton dated even herewith and due as follows: (Hereinafter called the mortgagee)

(\$ 28,800.00 Twenty-Eight Thousand Eight-Hundred & No/100 Dollars Due as follows:	19
(\$) To be repaid in monthly installments of \$200.00 Dollars Due	19
(\$) commencing on the 2nd day of January, 1976 and Dollars Due	19
(\$) continuing on the 2nd day of each month there- Dollars Due	19
(\$) after until paid in full. Payments shall first Dollars Due	19
(\$) be credited to principal with the balance thereof Dollars Due	19
(\$) applied toward the interest. The balance of principal and interest	19
(\$) on this note will be due February 10, 1990 Dollars Due	19

Bearing interest at the rate of 9-3/4 percent per annum from 2-19-75 together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either said Mortgagee 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 or any grantor made as joint maker, surety, endorser, or grantor.

(C) Also any amount paid out or contracted to be paid, by a said Mortgagee or 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 percent 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 of 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 therein reasonable repair and not permit waste of said property; to keep the improvement thereon fully insured in acceptable companies against loss by tornado 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 proceeds of all property described in this deed of trust and all collaterals held by said Mortgagee (or 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 Mortgagee or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said Mortgagee or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in 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, then the 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, and said Trustee shall take possession of said property and sell the same, or a sufficiency 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 for 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; but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made 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 reasonable Trustee's fee and the expense of executing this trust.

V. The owner, or owners, of said indebtedness, whether they be the original owner, or owners, by assignment, may whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed as Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the County where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of trust dated the _____ day of _____ 19____ and recorded in Book _____ Page _____ and deed of trust dated _____ day of _____ 19____ and recorded in Book _____ Page _____ Deed Records, _____ County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

WITNESS OUR signatures this the 10 day of February 19 75.

William Jenkins
Christine Jenkins

STATE OF MISSISSIPPI
County of ~~Washington~~ DeSoto

Personally appeared before me, the undersigned authority _____ a Notary Public in and for said County and State, the above named William Jenkins and wife, Christine Jenkins who acknowledged that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 10th day of February, 19 75.

Sarah Bethune
Notary Public

MY COMMISSION EXPIRES
MARCH 24, 1975

East 220 feet to an iron pin, FOR THE POINT OF BEGINNING OF THE LANDS HEREBY DESCRIBED; thence continuing South 5 Degrees 30 Minutes East 1100 feet to an iron pin; thence South 84 Degrees 30 Minutes West 198 feet to an iron pin; thence North 5 Degrees 30 Minutes West 1100 feet to an iron pin; thence North 84 Degrees 30 Minutes East 198 feet to the point of beginning, and containing 5 acres, more or less, and as said lands are shown by survey plat of J.E. Lauderdale, C.E., dated June 4, 1964, which plat shows said lands and also a 1 acre lot in addition on the North side of said lands, BUT SUBJECT HOWEVER to the existing easement for electric circuit purposes held by North Central Mississippi Electric Power Association, of record in Book 37, Page 400 of the records of said County, and to existing zoning, subdivision, and building regulations of DeSoto County, Mississippi.

William Jenkins
WILLIAM JENKINS

Christine Jenkins
CHRISTINE JENKINS

ED _____ Trustee _____ County, _____ or record _____ day _____ that the _____ day of _____ Clerk _____ LTD. _____
STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 20 minutes P.M. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 337 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of Feb 1975.
Fees \$ 3⁰⁰ pd.
SEAL *H. P. Ferguson* CLERK

N. M. S. & L. LOAN NUMBER
HE-356

DEED OF TRUST

This Deed of Trust, made this 17th day of February, 1975, between JAMES M. HARRISON, JR.

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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars (\$ 17,500.00), 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 March 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 - - - - - DeSoto County, Mississippi, described as follows:

Part of Lot 446, Town of Hernando, Section 13, Township 3, Range 8 West; DeSoto County, Mississippi, beginning at an iron pin in North right of way of Commerce Street, said pin being 704.6 feet West of center line of Elm Street, as constructed; thence West along said Commerce Street right of way 267.7 feet to an iron pin; thence North 28 degrees 50 minutes East 215.7 feet to an iron pin; thence North 5 degrees 06 minutes West 170.0 feet to an iron pin; thence South 72 degrees 50 minutes East 124.0 feet to an iron pin; thence South 32 degrees 45 minutes East 72.0 feet to an iron pin; thence South 5 degrees 16 minutes East 232.6 feet to the point of beginning and containing 1.28 acres more or less. All bearings are magnetic.

(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").

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 731
MAY 21 DAY OF May 1978
H. B. Ferguson
CHANCERY CLERK

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 Trustor'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 reinstate, 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 Trustor or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustor 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 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.


 JAMES M. HARRISON, JR.

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named JAMES M. HARRISON, JR. and

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 18th day of February 19 75

Rebecca Kelly

My commission expires 5-1-78



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. 18 day of Feb 1975, and that the same has been recorded in Book 183 Page 339 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Feb 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO
I, Clerk do hereby certify that this instrument was recorded on this day of 1975 at the office of the Clerk of the County of Desoto, Mississippi.
Fee

DESOTO TITLE CO., INC.
P. O. Box 437
Hernando, Miss. 38632

Assignment of this instrument recorded in
Real Estate T.D. Book
No. 183 Page 517
This the 15 day of Dec 1975
W.D. Ferguson

Assignment of this instrument recorded in
Real Estate T.D. Book
No. 183 Page 517
This the 5 day of March 1975
W.D. Ferguson

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STATE OF MISSISSIPPI
FHA FORM NO. 2125 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 18th day of February, 1975, by and between

JERRY DALE HAYNES and wife, BRENDA JUNE HAYNES

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 and post-office address at Beneficiary:

a corporation organized having its principal office 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 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 97, 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 Whirlpool Stove, model #RYE7700A, serial #SM24245720; Whirlpool Dishwasher, model #SAU 400, serial #F316-04941; Whirlpool Disposal, model #SYD-400, serial #F23423021; Fedders Furnace, model #105N3D, serial #LG838713; Fedders Air Condition, model #CFC036 D7A, serial #JH278360; Rheem Water Heater, model #35-40, serial #M573-13938; 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

and existing under the laws of the State of Mississippi a corporation organized the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Eight Thousand Five Hundred Fifty and No/100 Dollars (\$ 28,550.00) 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
and 70/100 Dollars (\$ 204.70), commencing on the first day of April, 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 March, 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:

(i) 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;

RECORDED BY AUTHORITY DERIVED IN BOOK 183 PAGE 517
DAY OF April 1975
W.D. Ferguson

Assignment of this instrument recorded in
Real Estate T.D. Book
No. 252 Page 36
This the 8 day of Nov 1975

W.D. Ferguson

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to 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 (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.

Jerry Dale Haynes
Jerry Dale Haynes

Brenda June Haynes
Brenda June Haynes

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 **Jerry Dale Haynes** and **Brenda June Haynes**, 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 18th day of February, 19 75.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 19 day of Feb 1975, and that the same has been recorded in Book 183 Page 343 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 19 day of Feb 1975.

H. P. Ferguson

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217287-21

FORM NO. 1241 REV. 1-74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

WILLIAM EDWARD FRENCH AND BETSYE F. FRENCH

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

SEVENTY THOUSAND ONE 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 AUGUST 2004

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

WILLIAM EDWARD FRENCH (ALSO KNOWN AS W. EDWARD FRENCH) AND WIFE,
BETSYE F. FRENCH (ALSO KNOWN AS BETSYE F. FRENCH)

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

Beginning at the Northeast corner of Section 28, Township 2 South, Range 6 West, DeSoto
County, Mississippi; thence West 2310 feet along Bethel Road to the point of beginning,
thence East 610.74 feet; thence South 36 degrees 55 minutes West 251.11 feet; thence
South 68 degrees 06 minutes East 129.97 feet; thence North 78 degrees 43 minutes East
333.45 feet; thence South 767.60 feet; thence East 495 feet; thence South 940.5 feet;
thence West 1402.5 feet; thence North 1892.06 feet to the point of beginning, and being
48.20 acres, more or less. Subject however, to a wire fence encroachment as shown on
the survey of Ronald R. Williams, C. E. dated August 23, 1972 as recorded with the deed
from G. B. Payne, et al, to W. Edward French and wife, Betsya F. French dated October 13,
1972 as recorded with the deed from G. B. Payne, et al, to W. Edward French and wife,
Betsy F. French dated October 13, 1972 and recorded in Land Deed Book 99, page 150 in
the office of the Chancery Clerk of DeSoto County, Mississippi leaving in the aggregate
46.0 acres, more or less. It is further subject to subdivision and zoning regulations
in effect in DeSoto County, Mississippi and to a 30 foot right of way granted Mississippi
Power and Light Company by Right of Way deed dated July 20, 1972 and of record in Deed
Book 100, page 332 all in the office of the Chancery Clerk of said County.

The foregoing description is attached to and made a part of that certain
mortgage executed by WILLIAM EDWARD FRENCH
et al., dated DECEMBER 3, 1974, as security for an indebtedness
to The Federal Land Bank of New Orleans in the amount of \$ 70,100.00

William Edward French
Betsy F. French
Signed for Identification

CANCELLED BY AUTHORITY RECORDED IN BOOK
273 Page 609
JUN 10 DAY OF June 1981
H. B. J. [Signature]
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, 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 209, 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 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 3RD DAY OF DECEMBER 1974

William Edward French
Betsy P. French

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 EDWARD FRENCH (ALSO KNOWN AS W. EDWARD FRENCH) AND WIFE,
BETSYE P. FRENCH (ALSO KNOWN AS BETSYE P. FRENCH)

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 19th DAY OF February 1975

(SEAL) MY COMMISSION EXPIRES MARCH 24, 1975

Sarah Bethune
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 11 o'clock
35 minutes A 183 19 Feb 1975 and that the same has been
183 386

500

19 Feb

H. P. Ferguson

5.00 PD

DEED OF TRUST

MORTGAGE BOOK 347 PAGE 671

Byron H. Thompson and Mrs. Norma E. Thompson TO THE FIRST NATIONAL BANK, Pontotoc, Miss.,

IN CONSIDERATION OF Ten Dollars in hand paid We convey and warrant to Charles D. Thomas Trustee, the following described property in Desoto County, State of Mississippi, to-wit:

entire interest and lien for rent and supplies in any and all crops of cotton, cotton seed, fodder, hay or any other agricultural products raised by or renters or hands in employ on lands belonging to or to or any other land during the year of 19 and all succeeding years, so long as this Trust Deed remains in force, or any sum advanced remains unpaid:

TRACT # 1: The land and all improvements thereon described as: Beginning at an iron pin North 3 Degrees and 30 Minutes West 374.22 feet from the Southeast Corner of the Northwest Quarter of Section 8, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence North 3 Degrees 30 Minutes West 374.22 feet to an iron pin; thence South 87 Degrees 00 Minutes West 1,320.0 feet to an iron pin; thence South 3 Degrees 30 Minutes East 374.22 feet to an iron pin; thence North 87 Degrees and 00 Minutes East 1,320.0 feet to the true point of Beginning; containing 11.34 acres, more or less. The bearings are magnetic.

TRACT # 2: The land and all improvements thereon described as: Beginning at an iron pin North 3 Degrees 30 Minutes West 748.44 feet from the Southeast Corner of the Northwest Quarter of Section 8, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence North 3 Degrees 30 Minutes West 374.22 feet to an iron pin; thence South 87 Degrees and 00 Minutes West 1,320.0 feet to an iron pin; thence South 3 Degrees 30 Minutes East 374.22 feet to an iron pin; thence North 87 Degrees 00 Minutes East 1,320.0 feet to the true Point of Beginning; Containing 11.34 acres, more or less. All bearings are magnetic.

In Trust for the Following Purposes:

1. (A) To secure the payment of the following note or notes in favor of THE FIRST NATIONAL BANK, Pontotoc, Mississippi, (Hereinafter called the mortgagee) dated even herewith and due as follows:		
(\$ 2,004.00) Two Thousand Four and No/100	Dollars Due	July 15 19 75
(\$)	Dollars Due	19
(\$)	Dollars Due	19
(\$)	Dollars Due	19
(\$)	Dollars Due	19
(\$)	Dollars Due	19
(\$)	Dollars Due	19
(\$)	Dollars Due	19

Bearing interest at the rate of 9 percent per annum from Date together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or here after contracted with either said Mortgagee or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such 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 of grantor.

(C) Also any amount paid out or contracted to be paid, by said Mortgagee or 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 percent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this deed of trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of 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 therein in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado 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 proceeds of all property described in this deed of trust and all collaterals held by said Mortgagee (or 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 Mortgagee or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said Mortgagee or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in 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 then the 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, and said Trustee shall take possession of said property and shall sell the same, or a sufficiency 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 for execution and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal 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 reasonable Trustee's fee and the expense of executing this trust.

V. The owner, or owners, of said indebtedness, whether they be the original owner, or owners, by assignment, may whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed as Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the County where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of trust dated the 12th day of January 1973 and recorded in Book 153 Page 19 and deed of trust dated _____ day of _____ 19____ and recorded in Book _____ Page _____ Deed Records, Desoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

WITNESS Our signatures this the 23rd day of January 19 75

Byron H. Thompson
Norma E. Thompson

STATE OF MISSISSIPPI

County of Pontotoc

Personally appeared before me, Linda K. Huey

a Notary Public in and for said County and State,

the above named Byron H. Thompson & Mrs. Norma E. Thompson who acknowledge that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 23rd day of January 19 75

MY COMMISSION EXPIRES APRIL 30, 1978

Linda K. Huey
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY,
I certify that the within instrument was
filed for record at _____ o'clock and
_____ minutes _____ A. M. 19
day of January 19 75 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

No A 183 19 349 Feb 11

19 Feb

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Handwritten signature

PHILLIP BAUM, DUANE L. HOOVER
AND LARRY C. MORRIS,

GRANTOR

TO

HAMILTON MORTGAGE CORPORATION,

BENEFICIARY

DEED OF TRUST OF
CORRECTION AND
CONFORMATION

THIS INDENTURE made this 14th day of May, 1974, between PHILLIP BAUM, DUANE L. HOOVER AND LARRY C. MORRIS, operating as a partnership under the name of BAUM HOOVER MORRIS ENTERPRISES, (herein called Grantor) and HAMILTON MORTGAGE CORPORATION, a Georgia corporation, (herein called Beneficiary):

WITNESSETH:

WHEREAS, the Grantor is indebted to the Beneficiary in the said sum of SEVENTY EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00) as evidenced by a certain note of even date herewith, incorporated herein by reference, and payable in accordance with the terms of said Note, but in no event later than April 14, 1977, with interest as and at the rate specified in said Note; and

WHEREAS, the Grantor desires to secure the payment of said Note with interest and any renewals or extensions thereof, in whole or in part, by a conveyance of the lands hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained and sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mid South Title Company, Inc., Trustee, its successors and assigns, the property more particularly described as follows:

A part of the southwest quarter of Section 12, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of Section 12 Township 2 South, Range 6 West, DeSoto County, Mississippi; thence South 5° 36' East along section line 192.0 feet to a point; thence North 89° 24' East 60 feet to a right of way marker also the point of beginning; thence North 59° 02' East along the Interstate 78 South right of way 179.43 feet to a right of way marker; thence South 76° 09' East along said right of way 450.0 feet to a right of way marker; thence South 66° 44' East along said right of way 148.0 feet to an iron pin; thence South 26° 33' West 498.0 feet to an iron pin; thence North 70° 31' West 498.33 feet to an iron pin on East right of way of county road; thence North 5° 36' West along said right of way 342.0 feet to a point of beginning containing 6.06 acres.

The purpose of recording this Deed of Trust of Correction and Conformation, is the correction of the name of the Grantor and the reconfirmation of its execution and delivery by the Grantor, as corrected.

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof;

TO HAVE AND TO HOLD the said premises hereby granted to the use, benefit and behoof of the Trustee, his successors and assigns, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same, that the Premises has a means of ingress and egress over and upon a dedicated public road, that upon development of the subject Premises, said Premises shall continue to have a means of ingress and egress over a dedicated public road, and that the Premises are unencumbered except:

1974 real estate taxes, not yet due and payable, Deed of Trust of record in Land Trust Deed Book 169, Page 87, and drainage easement of record in Book 80, Page 147, and Right of Way of record in Book 81, Page 587, DeSoto County, Mississippi, and that Grantor will forever warrant and defend the title to the Premises unto Trustee against the claims of all persons whomsoever.

All releases shall be made at Grantor's expense. Prior to any release, Grantor shall submit to Beneficiary a plat, legal description and quitclaim deed of the property to be released, all acceptable to Beneficiary.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST that if Grantor shall pay the Note secured hereby in accordance with its terms, together with interest and additional interest thereon and any renewals or extensions thereof in whole or in part, (all of which are collectively referred to herein as the "Secured Indebtedness"), and shall comply with all the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Grantor.

AND GRANTOR FURTHER COVENANTS AND AGREES WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:

1. Grantor shall pay to Beneficiary the Secured Indebtedness with interest thereon as in the Note and this Deed of Trust provided.
2. Grantor shall pay, when due and payable, all taxes, assessments, general or special and other charges levied on or assessed, placed or made against the Premises, this Deed of Trust or the Secured Indebtedness or any interest of the Trustee or Beneficiary in the Premises or the obligations secured hereby. Grantor shall furnish to Beneficiary, at least thirty (30) days before the date on which the same will become past due

an official statement of the amount of said taxes, assessments, or other charges, and an official receipt of payment of same. Beneficiary may, at its option, pay any of these charges when payable, either before or after they become past due, without notice or make advances therefor. In the event of the passage, after the date of this Deed of Trust, or any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this Deed of Trust or the Secured Indebtedness or any interest of the Trustee or Beneficiary in the Premises or the obligation secured hereby, that is to be paid by Trustee or Beneficiary, the Secured Indebtedness shall, at the option of the Beneficiary, become immediately due and payable and in the event payment thereof is not made forthwith, Beneficiary may take, or cause to be taken, such action or proceeding, as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the premises and shall comply with or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. No part of the Premises, including but not limited to any building structure, parking lot, driveway, landscape scheme, timber or other ground improvements, equipment or other property, now or hereafter conveyed as security by or pursuant to this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of Beneficiary. Trustee and/or Beneficiary and any persons authorized by Trustee and/or Beneficiary shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

4. Grantor, upon request made either personally or by mail, shall certify by a writing, duly acknowledged, to Trustee and/or Beneficiary or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within six days in case the request is made personally or within ten days after the mailing of such request in case the request is made by mail.

5. Upon the occurrence of any one of the following events (herein called an "event of default"):

(i) should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;

(ii) should any warranty of Grantor herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

(iii) should the Premises be subject to actual or threatened waste, or any part thereof, be removed, demolished or materially altered so that the value of the Premises be diminished;

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(iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor on the Premises and not be removed by payment or bond within 30 days from date of recording;

(v) should any claim of priority, except as hereinabove noted, to this deed by title, lien or otherwise be asserted in any legal or equitable proceedings;

(vi) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or Trustee of Grantor or of any of Grantor's property be appointed, or should Grantor be adjudicated a bankrupt or insolvent, or should Grantor be dissolved or partitioned;

(vii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Deed of Trust or Note, or in any of the following instruments given with respect to the Secured Indebtedness; loan commitment of Beneficiary, land acquisition and development loan agreement and/or construction loan agreement between Grantor and Beneficiary or assignment of leases by Grantor.

(viii) should the Grantor take such action which would in the opinion of the Beneficiary significantly endanger the security of the debt evidenced by said Note.

then and thereupon Trustee may do any one or more of the following:

(i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor; employ a managing agent of the Premises and let the same either in its own name or in the name of Grantor, and receive the rents, incomes and issues and profits of the Premises and apply the same after payment of all necessary charges and expenses on account of the Secured Indebtedness, and Grantor will transfer and assign to Beneficiary in form satisfactory to Beneficiary, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(ii) pay any sums in any form or manner deemed expedient by Beneficiary to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Beneficiary shall be conclusive evidence of the validity thereof, and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of ten (10%) percent per annum, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Trustee; and Trustee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Trustee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(iii) foreclose this Deed of Trust. The Trustee hereunder, or his successors at the request of the Beneficiary hereunder or the representatives or assigns of said Beneficiary after giving notice of the time and place of sale, by publication of such at least three different times in some newspaper published in DeSoto County, Mississippi, the first of which publications shall be at least twenty days previous to said sale, and, on the day and at the location in DeSoto County, Mississippi, at the place fixed in said advertisement between the hours of 10:00 a.m. and 2:00 p.m. shall proceed to sell the property and the premises above described and conveyed at public auction for cash, and in bar of the right and equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby waived; and said Trustee shall apply the proceeds for such sale -- First, to the payment of all costs and expenses of sale, including a fee of ten (10%) percent to the attorney or Trustee, and attorney's or trustee's fees shall become absolutely due and payable whenever foreclosure is commenced; Second--to the payment of the indebtedness above mentioned and interest thereon including any and all advances made under the terms hereof; Third--the surplus, if any, to the parties legally entitled thereto.

Upon default as above provided, said Trustee or the Beneficiary may at their option, instead of foreclosing this Deed of Trust by advertisement and sale as hereinabove provided, institute appropriate proceedings of foreclosure in equity or at law and upon the institution of such proceedings shall upon application therefor, without notice, either in term time or vacation, be entitled to have a receiver appointed to take possession of the property hereby conveyed and said trustee or Beneficiary shall be entitled to all of the rents, issues and profits arising therefrom during the pendency of any such foreclosure proceedings.

Should the property conveyed by this Deed of Trust be involved in any insolvency, receivership, bankruptcy, either voluntary or involuntary, or other proceedings affecting the possession of said property, it is further covenanted and agreed that the Trustee named herein or the Beneficiary shall be entitled to all of the rents, issues and profits realized from any such proceedings, whether there be a default under this Deed of Trust as above provided, or not.

Grantor further agrees that in case of any sale hereunder, it will at once surrender possession of the said Premises and will from that moment become and be the tenant at will of the Purchaser and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said Premises after such sale.

6. Grantor agrees that where, by the terms of the conveyance or the Note hereby a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

7. Beneficiary shall have the right from time to time to sue for any sums whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this deed, as the same

become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Trustee and/or Beneficiary thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

8. The rights of Trustee and the Beneficiary granted and arising under the clauses and covenants contained in this Deed of Trust and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Trustee and beneficiary may have in law or in equity and none of them shall be in exclusion of the others, and all of them are cumulative to the remedies for collection of indebtedness, enforcement or rights under security deeds, and preservation of security as provided at law. No act of Trustee or Beneficiary shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election or remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

9. Every provision for notice and demand or request 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 the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Trustee and/or Beneficiary or (b) addressed to the street address of the Premises hereby conveyed.

10. Any indulgence or departure at any time by the Trustee and/or Beneficiary from any of the provisions hereof, or of any obligations hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

11. The words "Grantor", "Beneficiary", and "Trustee" whenever used herein shall include all individuals, corporations, (and if a corporation its officers, employees, agents or attorneys) and any and all other persons or entities and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural and the word "Note" shall also include one or more Notes and the grammatical construction of sentences shall conform thereto.

12. The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice of cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to record in Tennessee, and in the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument and any Trustee so appointed shall be vested with the title to the property hereinbefore described, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though he were named herein as Trustee.

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12. The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice of cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to record in Mississippi, and in the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument and any Trustee so appointed shall be vested with the title to the property hereinbefore described, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though he were named herein as Trustee.

13. Trustee is hereby released from the obligations imposed by statute, and it is agreed that Trustee or Beneficiary in case of any sale of said property, shall be at liberty to bid and buy as any third person might.

14. Qualifications and bond under any statutes are hereby waived.

15. Grantor and Beneficiary hereby agree that it is anticipated that the loan secured hereby is to be repaid from a development loan to be obtained by Grantor. Grantor shall notify Beneficiary of the terms and conditions of any such loan available to Grantor and Beneficiary shall have the right to make such loan on terms and conditions no less favorable to Grantor than those of which Beneficiary was so notified by issuing Beneficiary commitment for such loan to Grantor within thirty (30) days after receipt of such notice. Beneficiary agrees that the property conveyed hereby will be released from this Deed of Trust by quitclaim deed upon repayment of Secured Indebtedness, and, if Beneficiary has issued such commitment, upon the closing of a development loan from Beneficiary to Grantor or a related entity.

All releases shall be made at Grantor's expense. Prior to any release, Grantor shall submit to Beneficiary a plat, legal description, and quitclaim deed of the property to be released, all acceptable to Beneficiary.

16. In addition to the repayment of the principal and interest due under the Note and this instrument, Beneficiary shall receive upon the sale of all or any part of the property which serves as security for this loan, thirty-five percent (35%) of the net sales price of the property sold. Net sales price shall be defined as the total sales price less the outstanding loan debt to Beneficiary, payment of outstanding loans against the property as agreed to by Beneficiary, reasonable closing costs and real estate sales commissions to others not to exceed five percent (5%). In the event that at maturity of the loan the property still serving as security shall not have been sold, then Grantor's obligation to pay thirty-five percent (35%) of the net sales price shall continue until all of said property is sold. This Deed of Trust in favor of Beneficiary covering this property shall remain in effect to secure the payment of this thirty-five percent (35%).

17. This instrument has been executed in the State of Georgia and shall be construed as a Georgia transaction and governed under the laws of the State of Georgia.

IN WITNESS WHEREOF the Grantor has caused this instrument to

be executed by and through all the partners doing business under the name of Baum Hoover Morris Enterprises.

Phillip Baum
Phillip Baum, Partner

Duane L. Hoover
Duane L. Hoover, Partner

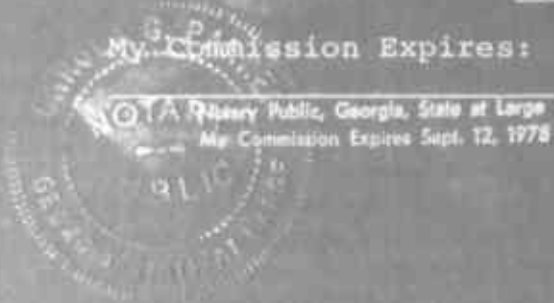
Larry C. Morris
Larry C. Morris, Partner

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared PHILLIP BAUM, DUANE L. HOOVER AND LARRY C. MORRIS, being all of the partners, doing business as BAUM HOOVER MORRIS ENTERPRISES, a partnership, to me known to be the persons described in and who executed and delivered the foregoing instrument on the day and year therein mentioned, and acknowledged that they executed and delivered the same as their free act and deed and as the free act and deed of the partnership.

IN WITNESS WHEREOF I have hereunto subscribed my signature and affixed my official seal at office this 20th day of September, 1974.

Carole A. Parker
Notary Public



AP A 183 A 351 Feb filed for record at 11 o'clock

608

19

Feb

H. L. Ferguson

CANCELLED BY AUTHORITY REGISTERED IN BOOK

DEED OF TRUST

184 Page 542
This 10 day of April 1975
D. D. Johnson
CHANCERY CLERK

THIS DEED OF TRUST made and entered into this 12th day of Feb. 1975 by and between Jamie E. & Laurie G. Isonhood hereinafter called the Grantors; Harold W. Finch hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389. Stataline Rd. Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Twelve Thousand Six Hundred Thirty Six DOLLARS & 12,656. evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 54 monthly installments of \$234.00 each commencing on the 20th day of March 1975 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or \$5.00, whichever is the lesser sum.

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 DOLLARS, [\$5.00] 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 Southaven, Miss. District of DeSoto County County, State of Mississippi, and more particularly described as follows, to wit:

Lot 450, Section "E", in Carriage Hills Subdivision on Section 23-24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, Pages 17-18 in the office of the Chancery clerk' of said county.

The undersigned covenants that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned 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 the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its 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 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 note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or 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, or 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 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. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but it 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 8% per annum from dates 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. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, 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 to 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 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. The Grantor(s) waive the provisions of Chapter 248, Laws of Mississippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at \$1c 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 Grantor(s) agrees 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. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors covenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to care, to the satisfaction of such holder's attorneys, all objections and meet all requirements hereinafter or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. 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 eight per centum [8%] 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.

If default be made in any payment of any installment of 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. 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.

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 so and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note; irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, co 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 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 note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Warren Smith
Witness

[Signature]

William Sullivan
Witness

Jamie Isenhood

Witness

Witness

STATE OF ~~MISSISSIPPI~~ Tenn.
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Jamie E. & Laurie G. Isenhood who acknowledge that they signed and delivered the above and foregoing instrument on the day and year therein named as their free and voluntary act and deed.

Given under my hand and official seal, this the 12th day of Feb. 1975

William A. Sullivan



My commission expires: 6/25/75

30 @ 183 19 359 Feb 19 Feb
300

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the beneficiary, CLARA N. McINVALE, does hereby certify that a certain trust deed bearing date the 14th day of August, 1974, made and executed by Hayden K. Criswell and wife, Lena Irene Criswell to Clara N. McInvale 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. 178, on Page 507, of the Record of Trust Deeds, on the 19th day of August, 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 18th day of February, 1975.

Clara N. McInvale
CLARA N. McINVALE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, CLARA N. McINVALE, who acknowledged that she 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 18th day of February, A.D. 1975.

My commission expires:
7-5-76

H. G. Ferguson
NOTARY PUBLIC
Chancery Clerk
by G. Miller De.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. 20 day of Feb. 1975, and that the same has been recorded in Book 183 Page 361 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 20 day of Feb. 1975.

2.50

H. G. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Harold V. Crase
Vice-President of the beneficiary, JAMES E. McGEHEE & CO., INC.,
 does hereby certify that a certain trust deed bearing date the 4th day of
 June, 1973, made and executed by W. H. HOPPER & ASSOCIATES, INC. to JAMES
 E. McGEHEE & CO., INC. 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. 160, on Page 305, of the Record of
 Trust Deeds, on the 5th day of June, 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 14th day of February, 1975.

JAMES E. McGEHEE & CO., INC.

By Harold V. Crase
 Harold V. Crase, Vice-President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally came and appeared before me, the undersigned authority
 of law in and for county and state aforesaid, Harold V. Crase
Vice-President of JAMES E. McGEHEE & CO., INC., 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
 corporation, after having been first duly authorized so to do.
 GIVEN under my hand and seal of office this 14th day of February,
 A.D. 1975.

My commission expires:

June 5, 1978

James Young
 NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the certain instrument was filed for record at 8 o'clock
50 minutes A.M. 20 day of Feb., 1975, and that the same has been
 recorded on Book 183 Page 362 RECORDS OF REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal of office this 20 day of Feb., 1975.

2.50

H. P. Ferguson
 CLERK

H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Wayne C. Seymour, et ux

To { DEED OF TRUST
J. W. Cartwright, et al

THIS INDENTURE, Made this 19th day of February, 1975, between Wayne C. Seymour and wife, Maudia M. Seymour

of the first part, and J.W. Cartwright and O.D. Bratton 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 One Thousand Five Hundred Dollars (\$1,500.00)

evidenced by a promissory note of even date, bearing interest at the rate of 8% from date, due and repayable in 60 equal amortized monthly installments of \$30.42 each, first of said installments shall be due 4-5-75 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 the reduction of principal.

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 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...

Lot 46, Delta Crest Subdivision in Section 18, Township 3, Range 9 as shown by the plat recorded in Plat Book 5, Pages 6 and 7 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof...

Witness: OUR signature S the date written above.
Witness: *Wayne C. Seymour*
Maudia M. Seymour

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Wayne C. Seymour and wife, Maudia M. Seymour 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 19th day of February 1975. *Richard L. Kelly* Clerk Notary Public 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 3 o'clock 35 minutes P. 19 day of Feb. 1975, and that the same has been recorded in Book 183 Page 363 records of REAL ESTATE TRUST DEEDS.

Attest my hand and seal this 20 day of Feb. 1975.
H. P. Ferguson CLERK
2.50

FOR REAL ESTATE, CHATTEL OR BOTH

Clifford V. Jones, Et Ux
Grantors
To { DEED OF TRUST
William F. Hagan, Trustee
For V.D. Roberts, et ux,
Beneficiaries

THIS INDENTURE, Made this 14th day of February, 1975,
between Clifford V. Jones and wife, Sibyl P. Jones, parties
of the first part,
and V.D. Roberts and wife, Stella C. Roberts, 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 Two thousand dollars (\$2,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from maturity, repayable in 36 monthly installments of \$62.68 each, the first installment to become due and payable on or before the 13 day of March, 1975, and one installment due and payable on or before the 13th day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

and any further amount that the party of the second part may furnish to the party of the first part during the term of the note... 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 of the agricultural property owned by the said parties of the first part, and all the crops of every kind to be grown by the said parties of the first part on the said property, and all the improvements thereon, during the term of the note, and the same are hereby conveyed to the said Trustee as security for the payment of the said note.

Lot 176, Woodland Lake Subdivision, as shown on plat appearing of record in Plat Book 1, Pages 15A, 15B, and 15C, in the land records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said county, to which recorded plat reference is made for a more particular description. Also a proportionate part of the lake known as Woodland Lake and a proportionate part of the Dam Site. Said real estate is located in Section 18, Township 3, South, Range 9 West.

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. 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, 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 in full, 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 stead.

Witness OUR signature S the date written above.
Clifford V. Jones
Sibyl P. Jones

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority
Clifford V. Jones and wife, Sibyl P. 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 15th day of February, 1975.
MY COMMISSION EXPIRES: (SEAL) James C. Sams, Jr.
MY COMMISSION EXPIRES FEB 14, 1976 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 1 o'clock
no minutes P. M. 20 day of Feb. 1975, and that the same has been
recorded in Book 183 364 records of REAL ESTATE TRUST DEEDS

20 Feb, 1975.
H. P. Ferguson

Paid, Satisfied and Cancelled
This 1st day of March 19 20
x V.D. Roberts
x Stella C. Roberts
H. G. Ferguson
by E. on.

FOR THE CONSIDERATIONS hereinafter mentioned, and to secure the payment of the indebtedness and the faithful performance of the covenants hereinafter set forth, I, MARVIN SWINDOLL, hereby convey and warrant unto W. P. DULANEY, who is hereby appointed Trustee with full power and authority to execute this trust, the following described property in DeSoto County, Mississippi, to-wit:

A tract or parcel of land situated in the Southwest corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Two (2), Range Nine (9) West, more particularly described as commencing at the Southwest corner of Section Eighteen (18), Township Two (2), Range Nine (9) West; thence East along the South section line of said Section Eighteen (18) a distance of 1996.0 feet to the center of U.S. Highway No. 61; thence North 37 degrees and 12 minutes East along center of said highway a distance of 156.3 feet to station 224 plus 00.3; thence right angles to station 224 plus 00.3 a distance of 60 feet to a right of way marker on the West boundary of said Highway No. 61, which is the point of beginning of the tract or lot; thence North 37 degrees and 12 minutes East along the right of way of Highway No. 61 a distance of 210.0 feet to a stake; thence North 41 degrees and 59 minutes West a distance of 86.1 feet to an iron pin; thence South 48 degrees and 01 minute West a distance of 411.5 feet to an iron pin; thence South 10 degrees and 41 minutes West a distance of 116.8 feet to a right of way marker on the West boundary of Highway No. 61; thence North 63 degrees and 36 minutes East along the boundary of Highway a distance of 306.4 feet to the point of beginning, containing 1.12 acres, more or less, and being the property

described in and conveyed by deed from S. A. Withers to Mrs. Burchet P. Woolfolk dated April 1, 1938, recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all tenements, hereditaments and appurtenances thereunto belonging, or in anywise thereunto appertaining.

IN TRUST, However, and upon the following conditions, to-wit:

WHEREAS, I am indebted to A. T. Tucker and J. W. Dulaney, Jr., successor testamentary trustees under the last will and testament of Mrs. Burchet P. Woolfolk, Deceased, hereinafter referred to as successor trustees for the unpaid purchase price for said property in the sum of Fifteen Thousand Dollars (\$15,000.00), evidenced by my certain promissory note of even date herewith for said sum, bearing interest from date until paid at the rate of eight and one-half per cent (8 1/2%) per annum, and conditioned for the payment of ten per cent (10%) on the face thereof as attorney's fees, if placed in the hands of an attorney for collection after maturity, or after being declared due and payable as hereinafter provided, said note being payable to the order of the said successor trustees at the Planters Bank in Tunica, Mississippi, in monthly installments of One Hundred Forty-Seven and 75/100 Dollars (\$147.75) each on the 15th day of April, 1975, and on the 15th day of each of the next succeeding months thereafter until the entire indebtedness, both principal and interest, has been paid in full, it being understood and agreed that the amount of each of said monthly installments shall first be applied to the payment of the interest

accrued on the entire unpaid principal balance at the rate aforesaid, and the remaining portion of each installment shall be applied to the reduction of principal.

NOW, if I shall pay said indebtedness above described, both principal and interest, as and when the same become due and payable as set forth above, and shall pay when due any other sum or sums which may become secured hereby, and shall comply with all of the terms and conditions of this instrument, this instrument shall become void; but, if I shall fail to pay said indebtedness above described, either principal or interest as and when it becomes due and payable, or any part thereof, or shall fail to pay when due any other sum or sums which may become secured hereby, or shall fail to comply with any of the terms and conditions hereof, the said successor trustees, or the holder and owner of said note, may at their option, declare the entire indebtedness secured hereby at once due and payable, whether the time for the payment of said note as shown by the face thereof shall have then arrived or not, and whenever thereafter requested so to do by the said successor trustees, or the holder and owner of said note, the Trustee shall sell the property conveyed hereby at public outcry to the highest bidder for cash at the front door of the Courthouse of DeSoto County, in the Town of Hernando, Mississippi, on such day as the Trustee may designate and within the hours prescribed by law for the sale of land under execution, after the Trustee has first given notice of the time, terms, and place of sale by publishing and posting such notice for the time and in the manner now provided by law for the sale of lands under deeds of trust.

Out of the proceeds of such sale, the Trustee shall first pay the expense of executing this trust, including a reasonable Trustee's fee, and shall then pay in full the indebtedness secured hereby, with accrued interest and attorney's fees, if any have been incurred, and shall then pay the balance, if any, to me, or to the party legally entitled thereto.

I covenant and agree that I will pay all taxes, assessments and other liens imposed by law on said property, or any part thereof promptly before the same shall become delinquent.

I covenant and agree that I will keep all of the insurable property described above insured against loss or damage by fire, wind, or other casualty for not less than the full amount of the outstanding indebtedness secured hereby in some reputable insurance company or companies acceptable to the holder and owner of said note, with standard mortgage clauses in the policies of insurance in favor of the holder and owner of said note, and will deliver such policies of insurance to the holder and owner of said note, and will pay all premiums thereon. The proceeds of such insurance may be applied by the holder and owner of said note to any part of the indebtedness secured hereby, whether due or not.

I covenant and agree that I will maintain and preserve said property in good condition so that the same shall in no way become impaired as security for the payment of said indebtedness.

In the event I shall fail to comply with any of the above undertakings, the holder and owner of the indebtedness secured hereby, at their option, may procure and pay for such insurance, and may pay said taxes

and other sums, and any sum or sums so paid, together with any sum or sums which the holder and owner of said note may expend to protect the security hereof, shall be secured by this deed of trust, shall bear interest from date of payment to date of repayment at the rate of eight per cent (8%) per annum, shall be payable by me on demand, and shall be collectible by the sale of said property as above provided; but the exercise of this option shall not affect the right of the holder and owner of said note to declare the entire indebtedness secured hereby at once due and payable and have this deed of trust foreclosed for the payment thereof as above provided.

The said successor trustees, or any holder and owner of said note, may at any time, by appointment in writing substitute a Trustee, or a succession of Trustees, in the place and stead of the Trustee herein named, and any Trustee so substituted shall be vested with all of the rights, title, powers and privileges conferred by law or this instrument on the Trustee herein named.

WITNESS my signature, this the 30th day of January, 1975.

Marvin Swindoll

STATE OF MISSISSIPPI

COUNTY OF TUNICA

Personally appeared before me, the undersigned authority in and for said County and State, the above named Marvin Swindoll, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the
18th day of February, 1975.

Nancy P. Butler
Notary Public

Commission Expires: August 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. 20 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 365 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of Feb. 1975.

Fees \$ 7.00 pd.

SEAL H. P. Ferguson, CLERK

H. J. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION

THIS INDENTURE, this day made and entered into between
REEVES-WILLIAMS, INC.

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 & 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 Nine Thousand, Five Hundred Sixty and no/100----- DOLLARS
(\$ 29,560.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 11 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 interest accrued shall be due and payable
one hundred eighty days (180) 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 1246, 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.

In case the Grantor 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 proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against the Grantor or its said Vendees, immediate or remote, or neither of them looking to the appointment of a receiver assignee, or trustee, then and in either or any such case, the whole indebtedness secured hereby, may at the option of said beneficiaries or the 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 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 18th day of February 1975

Reeves-Williams, Inc.
BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., Vice President
Hunter Brannon
Hunter Brannon, Secretary-Treasurer

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

274

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 Hunter Brannon, who stated that they are 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 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 18th day of February 19 75

James B. Young
Notary Public

My Commission Expires: 1-16-77



LAND DEED OF TRUST

from

to

Trustee

Filed for Record Feb. 20, 19 75

10:30 o'clock A. M.

H. P. Ferguson, Clerk

STATE OF MISSISSIPPI

Chancery Court
DeSoto County

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 20 day of Feb. 19 75 and was duly recorded the . 19 . on page . 19 . in my office.

Witness my hand and seal of office, this day of . 19 .

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

W. F. R. & B., LTD.

P. O. BOX 737

SOUTHAVEN, MISSISSIPPI 38671

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 Feb. 1975, and that the same has been recorded in Book 163 Page 371 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Feb. 1975.

Fees \$5.00 pd.

SEAL: *H. P. Ferguson*, CLERK

SMCo. #20134 - After recording please mail to: Robert C. Cannon
6165 Millbranch
Southaven, Ms. 38671

To the Chancery Clerk of
DeSoto County, State of Mississippi.

YOU ARE HEREBY authorized and directed to satisfy and cancel of record in your office a certain trust deed executed by Robert C. Cannon and wife, Virginia D. Cannon for the use and benefit of Arthur R. Davant Company, Inc. and duly assigned to John Hancock Mutual Life Insurance Company of Boston, Massachusetts, dated April 27, 1962, and recorded in Book 63, Page 409, of the records in your office.

The indebtedness secured by said trust deed was never assigned or transferred by this company and has been fully paid.

IN TESTIMONY WHEREOF, the said John Hancock Mutual Life Insurance Company has caused this instrument to be signed by Donald A. Morway, one of its Assistant Treasurers, and its corporate seal to be hereunto affixed this eleventh day of February, 19 75.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
By: Donald A. Morway Assistant Treasurer

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK }

This day personally appeared before me, Ethel H. Loberg, the undersigned, a duly commissioned, qualified and acting Notary Public within and for said Commonwealth, the above named Donald A. Morway, to me personally known to be an Assistant Treasurer of said John Hancock Mutual Life Insurance Company, and acknowledged that as such officer he signed, executed and delivered the foregoing instrument on the day and year therein mentioned as the voluntary act and deed of said company.

Given under my hand and seal this eleventh day of February, 19 75.
Ethel H. Loberg Notary Public

My commission expires May 22, 19 75.

At a meeting of the Board of Directors of John Hancock Mutual Life Insurance Company held January 14, 1974, a quorum being present, it was

VOTED: That the Chairman of the Board, the Vice Chairman, the President, ~~any Senior Executive Vice President~~, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer, any Treasury Officer, any Senior Investment Officer, any Investment Officer, any Senior Real Estate Investment Officer, any Real Estate Investment Officer, any Senior Mortgage Loan Officer, and any Mortgage Loan Officer, of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge, and deliver any and all instruments required in connection with any investment, sale, or loan authorized by the Committee of Finance.

I hereby certify that the above is a true copy of a vote passed January 14, 1974 by the Board of Directors of John Hancock Mutual Life Insurance Company; that the same still remains in full force, and that Donald A. Morway is an Assistant Treasurer of the Company, this 11th day of February, 19 75.

F. L. Gilroy
Assistant Secretary

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 Feb., 1975, and that the same has been recorded in Book 183 Page 375 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 20 day of Feb., 1975.

2.50

H. P. Ferguson CLERK

376

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. **

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust
of P. O. Box 399, Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 13 day of July 19 73, made and executed by Mae Lean Dodson
of Rt. 3, Box 127 Collierville, Tenn 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 262
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 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.

James C. Payne, Clerk

STATE OF MISSISSIPPI, }
DeSoto County. **

Personally came and appeared before me, the undersigned authority Annie B. Jones, a Notary Public
in and for County and State aforesaid, James C. Payne, Trust Clerk who acknowledged that she 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 18 day of February A. D. 19 75



MY COMMISSION EXPIRES MAY 18, 1978

LAWRENCE-GREENWOOD 87844

Annie B. Jones
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 Feb. 1975, and that the same has been
recorded in Book 183 Page 376 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

RECORDED BY ADAMANTY RECORDED IN BOOK
278 PAGE 535
18 DAY OF Nov. 1981
H. B. Ferguson
CHANCERY CLERK

377

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 ROLAND I. LYONS and wife,
MILDRED I. LYONS

of the first part, hereinafter designated as the Grantor,

MELVIN MCCLURE, JR., Trustee, of the second part, hereinafter designated as Trustee, and

E. A. PERRETTE 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 AND NO/100----- DOLLARS

(\$ 7,000.00) evidenced by their 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:

One (1) promissory note of even date for \$7,000.00 payable in 84
equal monthly payments of \$102.26 each, beginning March 1, 1975,
and a like amount on the 1st day of each succeeding month there-
after until paid in full.

There shall be no penalty for prepayment.

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 No. 9 according to the Omen Meriwether Survey
of the Village of Nesbit, DeSoto County, Mississippi,
of record in Book 10 at page 631 of Final Records in
the Office of the Chancery Court Clerk of DeSoto Co-
unty, Mississippi, and being the same lot or parcel
of land conveyed to T. D. Buntin by the State of Miss-
issippi on June 21, 1940, and recorded in Book 27 at
page 509 of the Land Deed Records of said County and
State and being situated on Section 26, Township 2
South, Range 8 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 _____ day of Feb. 19 75

Roland I. Lyons
Roland I. Lyons
Mildred I. Lyons
Mildred I. Lyons

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 Roland I. Lyons and Mildred I. Lyons 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 18th day of February 19 75
My Commission Expires: _____
Rose B. Loftis
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 Feb. 1975, and that the same has been recorded in Book 183 Page 377 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and official seal this the 20 day of Feb. 1975.

5.00
H. P. Ferguson

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 W. COZART AND BARBARA A. COZART,

to C. B. HENLEY, Trustee, for the benefit of Bailey
Mortgage Company, dated FEBRUARY 13, 1975, securing a note in
the sum of \$ 33,000.00 recorded in Book 183, Page 293,
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 20th day of February, 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 20th day of
February, 19 75.

Margaret Jacqueline Mince
NOTARY PUBLIC
MY Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 20 day of Feb., 1975, and that the same has been
recorded in Book 183 Page 380 records of REAL ESTATE TRUST DEEDS
of said County.

Filed for record at 20 day of Feb., 1975.

2.50

H. P. Ferguson

THIS 16 DAY OF Oct. 19 84

H. H. Ferguson

CHANCERY CLERK

by J. Graham

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 John J. Woods and wife Mildred C. Woods

of the first part, hereinafter designated as the Grantor, George S. McIngvale, Trustee

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

THE SECURITY BANK OF HERNANDO
HERNADO, MISSISSIPPI 38632

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 Six Thousand Nine Hundred Fifty One and 60/100-----DOLLARS (\$ 6,951.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight 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: sixty equal monthly installments of \$115.86 each, the first installment to become due and payable on or before the 20th day of March, 1975 and one installment payable on or before the same date of each succeeding month thereafter until the whole of said indebtedness is 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 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 3, Section "A", Koko Reef Subdivision as shown on plat appearing in Plat Book 7, Pages 26-34 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 32, Township 3 South, Range 9 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 835 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 20th day of February 19 75

[Handwritten signature]
[Handwritten signature]
Mildred C. Woods

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 John J. Woods, Sr. and Wife, Mildred C. Woods 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 20th day of February 1975

My Commission Expires: April 16, 1977

[Handwritten signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. 21 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 381 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 21 February 1975.

5.00

[Handwritten signature]

384

CANCELLED BY AUTHORITY RECORDED IN BOOK

231 PAGE 725
THIS 6 DAY OF Oct. 1978

H. J. 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

EUGENE BULLARD

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 SIX THOUSAND TWO HUNDRED FIFTY SIX AND 20/100-----DOLLARS (\$ 6,256.20) 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 MATURTIY , 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 SIXTY (60) MONTHLY INSTALLMENTS OF \$104.27 EACH, THE FIRST PAYMENT BEING DUE ON THE 15TH DAY OF MARCH, 1975, AND DUE ON THE 15TH OF EACH MONTH THEREAFTER UNTIL NOTE 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 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

DESOTO COUNTY

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

LOT 18, FIRST ADDITION, SULTAN LAKE SUBDIVISION, AND THAT CERTAIN 1.3 ACRE, MORE OR LESS, LOT PRESENTLY OWNED BY SELLER LYING BETWEEN THE LOT FORMERLY OWNED BY JOE MORGAN AND THAT CERTAIN LOT PRESENTLY OWNED AND OCCUPIED BY C. J. PECK, BEING ALL THE LAND OWNED BY THE SELLER THAT ADJOINS THE SAID MORGAN AND PECK PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST IN MAYWOOD, 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 6th day of FEB. 19 75

Eugene Bullard
EUGENE BULLARD

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 BULLARD

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 6th day of FEBRUARY 19 75

My Commission Expires June 25, 1978

My Commission Expires:

Jessie P. McSwain
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 Feb. 1975, and that the same has been recorded in Book 183 Page 384 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 21 day of Feb. 1975.

Fee \$ 5.00

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL ~~DEED OF TRUST~~ ASSIGNMENT OF DEED OF TRUST Class C

STATE OF MISSISSIPPI, } ss.
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 ~~WARRANT~~ assignment
bearing date the 16th day of June 19 71, made and executed by Lawrence and Beth
M. Simmons of Memphis, Tennessee 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. 136 on page 325
of the Record of Trust Deeds, on the 20th day of December, 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
(formerly Bank of Olive Branch)

By: C. W. Kelly
President

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, C. W. Kelly 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 February A. D. 75

Linda C. Perry
Notary Public

My commission expires: Nov. 24, 1975

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
50 minutes A. M. 21 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 387 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 21 day of Feb., 1975.

2,50

H. P. Ferguson CLERK

MISSISSIPPI-ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, FREDERICK W. SMITH, of Memphis, Shelby County, State of Tennessee, hereby assigns and transfers and sets over unto FREDERICK SMITH ENTERPRISE COMPANY, INC., of Memphis, Tennessee, all his right, title and interest in and to that certain Deed of Trust made to said FREDERICK W. SMITH, by MISSISSIPPI LAKE CORPORATION, dated the 28th day of August, 1972, and filed of record in Book No. 147, Page 200 of the Real Estate Trust Deeds records in the office of the Clerk of the Court of Chancery, DeSoto County, Mississippi, together with the note, debt and claim secured by said Deed of Trust, in the sum of ONE MILLION ONE HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (\$1,170,000.00) and all monies due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee this 14th day of February, 1975.

Fred W. Smith
FREDERICK W. SMITH

STATE OF TENNESSEE) SS.
COUNTY OF SHELBY)

Personally appeared before me, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, the within named FREDERICK W. SMITH, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

Given under my hand, this the 14th day of February, 1975.

Lillian W. Powers
Notary Public

NOTARY PUBLIC
My Commission Expires: Sept. 10, 1977
MY COMMISSION 183-388

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. on the 21 day of Feb. 1975, and that the same has been recorded in Book 183 Page 388 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 21 day of Feb. 1975.

Fee 2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
186 PAGE 267
THIS 4 DAY OF June 19 75
H. D. Taylor
CHANCERY CLERK

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:

Lots 753, 784, 785, 786, 787, 797, 807, in 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.

Lots 985, 986, 987, and 988, 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.

This is a renewal and extension of deed of trust dated May 9, 1974 and filed for record in book 175, page 215, 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:
\$ 49,500.00, Forty Nine Thousand, Five Hundred Dollars due on or before
August 9, 1975

bearing interest at the rate of 13 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 9th day of February, 19 75

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President

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 9th day of February, 19 75

Charlotte B. Evans Notary Public

My Commission Expires 3-15-77



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 21 day of Feb. 1975, and that the same has been recorded in Book 183 Page 389 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Feb. 1975.

Fees \$ 4.00 pd.

SEAL H. P. Ferguson CLERK

of said
of Trust
M.
10 75
No.
office.
day
D. C.

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 770, 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.

This is a renewal and extension of that certain deed of trust dated May 9, 1974 of record in book 175, page 213, 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:
(\$ 21,500.00) Twenty One Thousand, Five Hundred Dollars due on or before
August 9, 1975.

bearing interest at the rate of 13 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 9th day of February, 1975

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President

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 9th day of February, 1975

Charlotta S. Evans Notary Public

My Commission Expires 3-15-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 21 day of Feb, 1975, and that the same has been recorded in Book 183 Page 391 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Feb., 1975.

Fees \$3.50 pd.

H. P. Ferguson CLERK

Acts 11, 12 + 13
Partial Release of this Instrument recorded in
Real Estate TID Book
No. 191 Page 423
This 2 day of Oct. 1975
H. S. Ferguson Clerk

Acts 11, 12, 13
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 189 Page 234
This 15 day of Aug 1975
H. S. Ferguson Clerk

393

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,
ROBERT S. CURBO, C. W. KELLY, CARL GARGANO AND 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

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
TWENTY FIVE THOUSAND AND NO/100----- DOLLARS
(\$ 25,000.00) evidenced by one 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 on or before the 26th day of July, 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:

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.

CANCELLED BY AUTHORITY RECORDED IN BOOK

241 PAGE 399

THIS 23 DAY OF Apr 1979

H. G. 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 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 Feb. 1975

Carl Gargano
CARL GARGANO
Johnny A. Wallace
JOHNNY A. WALLACE

James E. Youngblood
JAMES E. YOUNGBLOOD
Robert S. Curbo
ROBERT S. CURBO
C. W. Kelly
C. W. KELLY

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 E. YOUNGBLOOD, ROBERT S. CURBO, C. W. KELLY, CARL GARGANO AND JOHNNY A. WALLACE 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 February, 1975

My Commission Expires: 11/6/76 *[Signature]*
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 Feb. 1975, and that the same has been
recorded in Book 183 Page 393 records of REAL ESTATE TRUST DEEDS
of said County.

5.01
21 Feb 1975
H. P. Ferguson

396

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Ross L. Franks and George S. McIngvale of the beneficiaries, Ross L. Franks and George S. McIngvale, do hereby certify that a certain trust deed bearing date the 16th day of January, 1973, made and executed by James L. Murphy, President of James L. Murphy, Inc., to Ross L. Franks and George S. McIngvale the above named beneficiaries, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 156, on Page 302, of the Record of Trust Deeds, on the 23rd day of March, 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 19th day of February, 1975.

Ross L. Franks
ROSS L. FRANKS
George S. McIngvale
GEORGE S. McINGVALE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, ROSS L. FRANKS and GEORGE S. McINGVALE, 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 19th day of February, A.D. 1975.

My commission expires:

5-7-78

Rebecca Kelly
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 Feb. 1975, and that the same has been recorded in Book 183 Page 396 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Feb. 1975.

Fees \$ 2.51 pd.

SEAL H. P. Ferguson, CLERK

Appointment of Successor Trustee of this
instrument registered in Real Estate 97
Book # 200 Page 603
Tab 3 Date of June 16
H. D. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JAMES L. MURPHY, INC. a
Mississippi corporation and JAMES L. MURPHY (individually)
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
FIFTEEN THOUSAND AND NO/100----- DOLLARS
(\$ 15,000.00) 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 or before June 30, 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:

Part of Section 13, Township 3, Range 8 and being Town Lots 239 and 240, the
north halves of Lots 241 and 242 and the east halves of Lots 171, 172 and 173
as shown on the plat of the Town of Hernando, Mississippi, said property being
more particularly described as follows: Beginning at the intersection of the
south line of East South Street and the west line of Church Street; thence
South 0 degrees 56 minutes 02 seconds East along the west line of Church Street
a distance of 159.88 feet to a point; thence South 86 degrees 14 minutes 37
seconds West a distance of 116.33 feet to a point; thence North 87 degrees
45 minutes 55 seconds West a distance of 60.00 feet to a point; thence North
2 degrees 15 minutes 50 seconds West a distance of 165.27 feet to a point
in the south line of East South Street; thence North 90 degrees 00 minutes

00 seconds East along the south line of East South Street a distance of 180.00 feet to the point of beginning. The above described property contains 29,304 square feet or 0.673 acres. The bearings are relative.

AND ALSO: Part of the north half of Section 10, Township 3, Range 7 West and being more particularly described as follows: Starting at the northwest corner of the northeast quarter of Section 10, Township 3, Range 7 West; thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 659.74 feet to the point of beginning; thence South 1 degree 10 minutes 38 seconds East a distance of 329.96 feet to a point; thence South 88 degrees 11 minutes 35 seconds West a distance of 1329.51 feet to a point; thence North 0 degrees 41 minutes 39 seconds West a distance of 330.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 1326.73 feet to the point of beginning. The above described property consists of 10.06 acres.

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 17th day of February 1975.

JAMES L. MURPHY, INC., A Mississippi Corporation

By: *James L. Murphy*
James L. Murphy, President

James L. Murphy
JAMES L. MURPHY, individually

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. MURPHY (individually) 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 February 1975.

My Commission Expires: *Nov 24, 1975* *Lucas C. Perry*
Notary Public

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid.

James L. Murphy, President,

respectively of the above named JAMES L. MURPHY, INC., A Mississippi Corporation

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 17th day of February 19 75.

Linda Cherry
Notary Public

My Commission Expires: *Jan 24, 1978*



OF TRUST

Trustee _____, 1975

A. M.

Clerk _____

Chancery Court

of Trust was filed for _____

o'clock A. M., on _____

day of _____

on page _____

in my office _____

of office, this _____

19 _____

Clerk _____

D. C. _____

ROTHERS _____

5.00 PD
Amos

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 Feb. 1975, and that the same has been recorded in Book 183 Page 397 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Feb. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

✓

This Indenture, made by and between W. M. WILT, JR.

party of the first part: MARGUERITE WILT Leland E. Carter 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 De Soto and State of Mississippi, to-wit:

Lot 20, Section A, of Kokoreef Subdivision as recorded in Plat Book 7, Pages 26-34 in 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 31, Township 3, Range 9, DeSoto County, Mississippi. Being said property heretofore purchased on or about April 30, 1973 from Hugh Dancy, President of Dancy Development Corporation by W. M. Wilt, Jr., Loan is for money borrowed from Mrs. Marguerite Wilt for improvements on said property. Being same property as heretofore recorded in Warranty Deed Book 104, Page 348, DeSoto County, State of Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 9,220.00, evidenced by the following promissory notes of even date herewith: to be paid on January 1, 1979 at 6% interest. total amount coming due on said date of January 1, 1979, principal and interest. Each year, the principal will bear its own interest on the unpaid balance. Total amount of principal and interest secured by one promissory note, dated January 2, 1975.

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 2 day of Jan, 1975

W. M. Wilt Jr.

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

W. M. WILT, JR.

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 Second day of January

Nov 23, 1977

Leland E. Carter
LELAND E. CARTER

Notary Public.

STATE OF MISSISSIPPI, DECATO COUNTY

I certify that the within instrument was filed for record at 1 o'clock no minutes P. on 20 day of Feb. 1975, and that the same has been recorded in Book 183 page 401 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Feb. 1975.
Fees \$3.00 pd.

SEAL H. P. Ferguson, CLERK

1444 E. Shelby St.
Suite 115
Birmingham, Ala
38116

CANCELLED BY AUTHORITY RECORDED IN BOOK-
198 PAGE 398
THIS 14 DAY OF April 1976
H. D. Ferguson
CHANCERY CLERK

LICENSED LENDER

FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Rd. Southaven, Mississippi

NO.	MONTHLY INSTALLMENT DUE DATE
30454-3	27th
MORTGAGORS-BORROWERS	

INTEREST (DISCOUNT)		SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PRINC. & INTEREST
\$487.88			\$2487.88	2.50	\$5760.00
NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE					PRINCIPAL AMT OF LOAN
120.00 AND 47 x 120.00					1
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE					REVISION DATE
RATE					2/25/75
LOAN DATE				FIRST PAYMENT DUE	FINAL PAYMENT DUE
2/20/75				3/27/75	2/27/79

Sandra Alice Norris Fuller Jimmy Lee
1193 Custer Drive
Southaven, Mississippi

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS; Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

1193 Custer Drive
Southaven, Mississippi

Lot 2822, Section "M", Southaven West Subdivision in Section 26, Township 1 South, Range 8 West as per plat thereof recorded in Plat Book 5, Pages 8 & 9 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.

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 \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or 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 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, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise; this conveyance shall be void; otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this 20th day of February 19 75
Signed in the presence of:

.....
Barbara A. Nelson

 X *Sandra Alice Norris Fuller* (SEAL)
 X *Jimmy Lee* (SEAL)
 X (SEAL)

STATE OF MISSISSIPPI,

Desoto County.

Personally appeared before me, the undersigned NOTARY PUBLIC
in and for said County, the within named Sandra Alice Norris Fuller and Jimmy Lee Fuller

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 20th day of February 1975

Rebecca S. R. Carley

My Commission Expires April 22, 1978



TRUST

Clerk

Chancery Court

Just was filed for record

P. M., on

February 1975

day of

on Page

in my office

office, this

19

Clerk

D. C.

CLERK'S FEES

\$

\$

\$

\$

\$

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
15 minutes P. M. 21 day of Feb 1975, and that the same has been
recorded in Book 183 Page 403 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson, CLERK

Return To:
Record Dept of Miss.,
Suite 922-100 N. 1
Memphis, TN 3810

3.00

Assignment of this instrument Recorded in

Real Estate TID Book

No. 241 Page 349

This the 19 day of April 1979

H. W. Ferguson

Assignment of this instrument Recorded in

Real Estate TID Book 5

No. 183 Page 636

This the 12 day of March 1975

H. W. Ferguson Clerk

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-29190-SR

THIS DEED OF TRUST, made and entered into this 20th day of FEBRUARY 1975 by and between

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

HERBERT E. CHRISTY, JR. & WIFE, SHERREE C. CHRISTY
hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, having its principal office and post-office address at 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE 38118, 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 964, SECTION B, NORTH 1/2, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 34, 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 Birchfield Circle, said point of beginning being also the southeast corner of lot 965; thence southwestwardly 70 feet with the west line of Birchfield Circle to a chisel mark in the northeast corner of lot 963; thence northwestwardly 120.35 feet with the north line of lot 963 to an iron pipe in the east line of lot 952; thence northeastwardly 67.01 feet with the east line of lots 952 and 951 to a point, the southwest corner of lot 965; thence southeastwardly 120.32 feet with the south line of lot 965 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 18, 1975.

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 THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- Dollars (\$ 20,850.00-----) 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 FORTY NINE AND 49/100----- Dollars (\$ 149.49-----), 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 BOOK
726 PAGE 522
THIS 27 DAY OF Sept 19 94
W. E. Adams

(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 those 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.

The holders of the indebtedness described herein shall have the option at any time to require Grantee to pay to the holders of the indebtedness in addition to and in lieu of the monthly installment of principal and interest and escrow of taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness required 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 repaid the entire amount of said deficit.

Herbert E. Christy, Jr.
HERBERT E. CHRISTY, JR.

Sherree C. Christy
SHERREE C. CHRISTY

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 HERBERT E. CHRISTY, JR. and SHERREE C. CHRISTY, 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 FEBRUARY, 1975

My Commission Expires July 9, 1975

M. Val Jean

STATE OF MISSISSIPPI } ss:
COUNTY OF Desoto

H. B. 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 2 o'clock P. M., on the 21 day of February, 1975, and was recorded in Vol. 183, Record of Deeds, pages 405, on the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M., 21 day of Feb., 1975, and that the same has been recorded in Book 183 405 of REAL ESTATE TRUST DEEDS

24 Feb., 1975.

5.00

H. B. Ferguson

ASSIGNMENT OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt and sufficiency of which is acknowledged, I, the undersigned, Bobby G. Lance, Trustee, do hereby transfer, assign and set over unto Janice D. Lance, all right, title and interest in and to that certain indebtedness evidenced by a Deed of Trust, executed by Richard L. Jones and wife, Margaret Jones to James W. Amos, Trustee for Frank Foti, dated December 5, 1974 and recorded at Trust Deed Book 182, Page 58, the same having been duly assigned by the said Frank Foti unto Bobby G. Lance, Trustee.

The undersigned Trustee covenants that he has proper authority in his office as Trustee to assign all right, title and interest in said Deed of Trust and hereby directs the Chancery Court Clerk of DeSoto County, Mississippi to make proper marginal notation of this Assignment on the Trust Deed records of DeSoto County, Mississippi, evidencing same.

Witness my hand this the 17th day of February, 1975.

Bobby G. Lance
Bobby G. Lance, Trustee

STATE OF MISSISSIPPI:

COUNTY OF DESOTO :

This day personally appeared before me, the undersigned Notary Public, in and for said County and State, the within named Bobby G. Lance, Trustee, who after being by me first duly sworn, states on his oath that he executed, signed and delivered, the foregoing Assignment of Deed of Trust in his capacity as Trustee and for the purposes therein expressed.

Given under my hand and official seal of office, this the 17th day of February, 1975.

My Commission Expires:

COMMISSION EXPIRES 1976

[Signature]
Notary Public

35 7. 183 21 408 Feb. 4

24 Feb.

250

[Signature]

This 4 day of Dec 1955
W. D. Johnson 7 (d)

TRUST DEED

THIS INDENTURE, made by and between WALLACE E. JOHNSON ENTERPRISES, INC. (formerly Wallace E. Johnson, Inc.) a Tennessee corporation, party of the first part; ERVIN McKAY and 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:

PARCEL I - 34.6 acres, situated in the Southwest Quarter of Section Seven (7), Township Three (3), Range Seven (7) West, and more particularly described by metes and bounds as follows:

BEGINNING at a point in the West line of said Section Seven (7), which point is 1769.95 feet North of the Southwest corner of said Section; thence North 6 degrees 41 minutes West along said section line 965.27 feet to an iron pin at the Southwest corner of Hernando Estates Subdivision; thence North 85 degrees 23 minutes East along the South line of said Subdivision 1345.58 feet to an iron pin; thence South 6 degrees 02 minutes East along the West line of said Subdivision 1237.18 feet to an iron pin; thence South 85 degrees 05 minutes West along the North line of Mt. Pleasants Heights Subdivision 488 feet to an iron pin; thence North 62 degrees 55 minutes West along the North line of said Subdivision 145.8 feet to an iron pin; thence North 58 degrees 55 minutes West along the North line of said Subdivision 154.1 feet to an iron pin; thence North 84 degrees 27 minutes West 613.82 feet to the point of beginning.

PARCEL II - Being 114.2 acres situated in the West Half of Section Seven (7), Township Three (3), Range Seven (7) West, and more particularly described as follows; to-wit:

BEGINNING at the Northwest corner of Section 7, Township 3, Range 7 West; thence North 83 degrees 40 minutes East along the north line of said Section 841.8 feet to an iron pin; thence South 68 degrees 35 minutes East 513.1 feet to a concrete post in the west right of way of U. S. Highway 55; thence South 25 degrees 10 minutes East along said Highway right of way 1924.2 feet to a point; thence South 21 degrees 24 minutes East 380.6 feet to a concrete marker in the West right of way of Byhalia Road; thence Southwesterly along said road right of way 747.8 feet to a point; thence Easterly 20 feet to a point; thence Southwesterly along said road right of way 932 feet to an iron pin; thence South 89 degrees 10 minutes West 166.2 feet to an iron pin; thence North 5 degrees 47 minutes West 1284.1 feet to an iron pin; thence South 86 degrees 52 minutes West 1351.3 feet to an iron pin in the West line of said Section 7; thence North 5 degrees 14 minutes West along said Section line 2640 feet to the point of beginning, and containing 114.2 acres. LESS AND EXCEPT Hernando Estates Subdivision, Section A, in Section 7, Township 3, Range 7 as shown on the recorded Plat of said subdivision in Plat Book 3, page 33 in the office of the Chancery Court of DeSoto County, Mississippi; and LESS AND EXCEPT 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.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say: the said party of the first part is indebted to National Bank of Commerce, Memphis, Tennessee, by virtue of a Limited Guaranty Agreement dated February 17th, 1975, under and by virtue of which party of the first part guarantees all indebtedness due National Bank of Commerce from Standard Builders Supply, Inc. to the aggregate extent of \$300,000.00.

Parcel I herein conveyed is encumbered by the lien of a deed of trust recorded in Trust Deed Book 106, Page 241, in the Office of Chancery Court Clerk, DeSoto County, Mississippi; 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 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, or if he chooses, he may 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 prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by the lien of this instrument, and shall bear interest from the date of such payment or payments at the rate of six per centum per annum.

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 17th day of February, 1975.

[Signature]
STATE OF TENNESSEE
COUNTY OF SHELBY

WALLACE E. JOHNSON ENTERPRISES, INC.
By: *[Signature]*
President

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named *[Signatures]* who acknowledge that they are *[Signatures]* and *[Signature]* Secretary of WALLACE E. JOHNSON ENTERPRISES, 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-authorized so to do.

Given under my hand and official seal this the 17th day of February, 1975.

[Signature]
Notary Public

My commission expires: 10-16-76

STATE OF MISSISSIPPI, DESOTO COUNTY
This instrument was filed for recording at 11 o'clock
A.M. on 24 Feb 1975 and that the same has been
183 409

FEE \$8.00 PD

24 Feb.
[Signature], Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
1975 PAGE 660
THIS 10 DAY OF Oct. 19 75
W. B. Ferguson
CHANCERY CLERK

Deed of Trust

To

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION

THIS DEED OF TRUST, Made and entered into this the 19th day of February, 1975
by and between Fairhaven Builders, Inc., a Mississippi Corporation

of the first part, hereinafter designated as the GRANTORS; Donn A. Southern
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 Grantors are justly indebted to the Beneficiary in the full sum of
Twenty Four Thousand Nine Hundred and No/100----- DOLLARS
(\$ 24,900.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Due on demand on or before August 19th, 1975.

said note bearing interest from February 19, 1975 at the rate of ten (10) 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 Olive Branch
District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Lot 6, Holiday Hills Subdivision, Section "B", situated in
Section 34, Township 1, Range 6 West, Town of Olive Branch,
DeSoto County, Mississippi as per plat recorded in Plat Book
11, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an
incompleted 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 option of
the holder, who shall not be required to give any notice other than
the advertisement for foreclosure provided herein.

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, in 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.

FAIRHAVEN BUILDERS, INC.

BY: Jesse McCallum
Jesse McCallum, 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

Jesse McCallum XXX

he is

who severally acknowledged that ~~XXXXXX~~ President XXX respectively of

Fairhaven Builders, 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 19th day of February, 19 75.

Notary Public

My Commission expires 5-4-77



LIST

Court

filed for

M., on

19 75

day of

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 24 day of Feb. 1975, and that the same has been recorded in Book 183 Page 411 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$5.50 pd.

SEAL

H. P. Ferguson

CLERK

Deed of Trust

To

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION

THIS DEED OF TRUST, Made and entered into this the 19th day of February, 1975
by and between Fairhaven Builders, Inc., a Mississippi Corporation

of the first part, hereinafter designated as the GRANTORS; Donn A. Southern
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 Grantors are justly indebted to the Beneficiary in the full sum of
Twenty Four Thousand Nine Hundred and No/100----- DOLLARS
(\$ 24,900.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Due on demand on or before August 19th, 1975.

said note bearing interest from February 19, 1975 at the rate of ten (10%) 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 thereto 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 thereto belonging, lying and being situated in the City or Town of Olive Branch
District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Lot 7, Holiday Hills Subdivision, Section "B", situated in
Section 34, Township 1, Range 6 West, Town of Olive Branch,
DeSoto County, Mississippi as per plat recorded in Plat Book
11, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an
incompleted 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 option of
the holder, who shall not be required to give any notice other than
the advertisement for foreclosure provided herein.

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.

FAIRHAVEN BUILDERS, INC.

BY: Jesse McCallum
Jesse McCallum, 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

Jesse McCallum _____

who severally acknowledged that ^{he is} ~~they are~~ President _____ respectively of

Fairhaven Builders, 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 19 day of February, 1975.

Notary Public

My Commission expires 5-8-77



Trust

Notary Court

Document was filed for
record at _____
o'clock _____
M., on
February 19, 1975
day of
_____ my office.
Office this
_____ 19__
Notary Clerk,
D. C.
I hereby guarantee
state losses.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 24 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 415 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$5.50 pd.

SEAL H. P. Ferguson CLERK

448
30145503
R045503
5.5078

H. D. [Signature]
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 -----

-----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 Three Hundred Sixty and No/100----- DOLLARS

(\$26,360.00----) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ---ten---- 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 payable at the office of Bankers Trust Savings and Loan Association in Southaven, Mississippi, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in the following manner: Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of April, 1975, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the twentieth day of August, 1975.

Privilege is reserved to pay the debt in whole or in part on the first day of any month prior to maturity without penalty.

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 979, Section "E", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9 at 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, 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 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 20th day of February 1975.

REEVES-WILLIAMS, INC.
BY: *Robert M. Williams*
ROBERT M. WILLIAMS, JR., Vice President
BY: *G. Hunter Brannon*
G. HUNTER BRANNON, Secretary-Treasurer

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, known to me to be 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 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 20th day of ---February, 1975.

Joseph B. Spring
Notary Public
My Commission Expires: *1-16-77*



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 24 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 419 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

Filed 4 STAP A rec the ac

1-0029

190 PAGE 198
THIS 10 DAY OF Sept. 1975

H. J. Ferguson
CHANCERY CLERK

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 -----

-----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 Nine Hundred Sixty and no/100-----DOLLARS
(\$ 24,960.00---) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ---ten---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 payable at the office of Bankers Trust Savings and Loan Association in Southaven, Mississippi, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in the following manner: Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of April, 1975, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the twentieth day of August, 1975.

Privilege is reserved to pay the debt in whole or in part on the first day of any month prior to maturity without penalty.

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 579, Section "C", Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8 at Pages 49 and 50, 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 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 heretofore 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 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 February 1975.

REEVES-WILLIAMS, INC.

BY: Robert M. Williams, Jr.
ROBERT M. WILLIAMS, JR., Vice President
BY: G. Hunter Brannon
G. HUNTER BRANNON, Secretary-Treasurer

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. Hurter Brannon, known to me to be 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 20th day of February 1975.

James B. Spivey
Notary Public
My Commission Expires: 1-16-77

Trustee _____ Clerk _____
24, 1975
M. _____
Chancery Court _____
was filed for _____
A. M. on _____
1975
day of _____
page _____
of office _____
ices, this _____
10 _____
Clerk _____
D. C. _____
5.107d

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 24 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 423 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Feb. 1975.
Fees \$5.00 pd.
SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
188 160
THIS 21 DAY OF July 1975
W.D. Williams

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

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 Three Hundred Sixty and No/100-----DOLLARS
(\$ 26,360.00----) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of --ten-- 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 payable at the office of Bankers Trust Savings and Loan Association in Southaven, Mississippi, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in the following manner: Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of April, 1975, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the twentieth day of August, 1975.

Privilege is reserved to pay the debt in whole or in part on the first day of any month prior to maturity without penalty.

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 978, Section "E", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9 at 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 the notes secured hereby 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 this 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 heretofore 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 impose 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 of 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 heretofore 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 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 thereon.

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 February 19 75.

REEVES-WILLIAMS, INC.
 BY: Robert M. Williams, Jr.
 Robert M. Williams, Jr., Vice President
 BY: G. Hunter Brannon
 G. Hunter Brannon, Secretary-Treasurer

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, known to me to be 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 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 --20th--day of -----February-----, 1975.

James B. Young
Notary Public
My Commission Expires: 1-16-77

TRUST

Trustee _____, 1975
M. _____
Clerk _____
Chancery Court _____
Instrument was filed for _____
Book A, M., on _____
_____ day of _____
_____ page _____
my office _____
office, this _____
_____ 19 _____
Clerk _____
D. C. _____
_____ \$5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 24 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 427 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$5.00 pd.

SEAL

H. P. Ferguson
CLERK

SOUTHAVEN, MISSISSIPPI 38671

H. B. Ferguson
CHANCERY CLERK

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 -----

-----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

---Thirty-One Thousand One Hundred Sixty and no/100----- DOLLARS

(\$31,160.00----) evidenced by one promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of--ten---- 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 payable at the office of Bankers Trust Savings and Loan Association in Southaven, Mississippi, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in the following manner: Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of April, 1975, and continuing on the first day of each month thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the twentieth day of August, 1975.

Privilege is reserved to pay the debt in whole or in part on the first day of any month prior to maturity without penalty.

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 1140, 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 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 20th day of February 1975.

REEVES-WILLIAMS, INC.
BY: Robert M. Williams, Jr.
ROBERT M. WILLIAMS, JR., Vice President
BY: G. Hunter Brannon
G. HUNTER BRANNON, Secretary-Treasurer

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, known to me to be 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 20th day of ----February----, 1975.

James B. Young
Notary Public
My Commission Expires: 1-16-79



Trustee _____, 1975
A. M. _____, Clerk
Chancery Court
Trust was filed for
clock A. M., on _____, 1975
day of _____
on page _____
in my office, this _____
of office, this _____, 19____
Clerk _____, D. C. _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 24 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 431 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Feb. 1975.

Fees \$5.00

SEAL H. P. Ferguson CLERK

5.0076

SOUTHAVEN, MISSISSIPPI 38771

CANCELLED BY AUTHORITY RECORDED IN BOOK

209 PAGE 48

THIS 4 DAY OF March 19 77

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 14th day of February, 19 75, by and between William R. Whitehurst hereinafter called the Grantors; Warren Finch hereinafter called the Trustee; Home Bankers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 State Line Rd., P. O. Box 213, Southaven, Miss. 38671 hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Two Thousand Four Hundred DOLLARS (\$2400.00) evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 30 monthly installments of \$80.00 each commencing on the 24th day of March, 19 75 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or \$5.00, whichever is the lesser sum.

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 DOLLARS, [\$5.00] 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 thereto 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 Horn Lake, Miss. DeSoto County District of Mississippi, State of Mississippi, and more particularly described as follows, to wit:

Lot 99h, Section B, North Half, DeSoto Village in Section 3h, Township 1, Range 8 as shown on recorded Plat of said Subdivision in plat book 8, pages 12-15 in the office of the Chancery Clerk of DeSoto County, Mississippi.

National Mtg. Co. is responsible for taxes.

The undersigned covenants that the undersigned has, have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned 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 the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its 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 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 note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which Trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s); next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary hereon; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or 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, or 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 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. In event the undersigned 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 8% per annum from dates 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. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, 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.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey.

If default be made in any payment of any installment of 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. 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.

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.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note, irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

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 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 note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Witness *William R. Whitehurst*

Witness *Shelby Sullivan*

Witness

Witness

Witness

Tenn. ~~MISSISSIPPI~~
STATE OF ~~MISSISSIPPI~~
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named **William R. Whitehurst**

that **he** signed and delivered the above and foregoing instrument on the day and year therein named as **his** who acknowledge free and voluntary act and deed.

Given under my hand and official seal, this the **14th** day of **Feb.** 19**75**

Homenakers Finance Service, Inc.

Shelby S. Sullivan



My commission expires:

6/25/75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at **11** o'clock **20** minutes **A.** **24** day of **Feb.** 19**75**, and that the same has been recorded in Book **183** Page **435** records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this **24** **Feb.**

3.00

H. P. Ferguson

W. D. Ferguson

CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of February, 1975, among the Grantor, ROBERT E. LEIGH, III, and wife, BETTIE MAY LEIGH, (herein "Borrower"), James E. McGehee & Co., Inc., Memphis, Tennessee, (herein "Trustee"), and the Beneficiary, NATIONAL BANK OF COMMERCE, a corporation organized and existing under the laws of Tennessee, whose address is One Commerce Square, Memphis, Tennessee 38103 (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 11, 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.

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-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 March 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.

Robert E. Leigh, III - Borrower
Bettie May Leigh - Borrower

Victoria Drive (Lot 11, Section "A", Lakewood Estates S/D)
Nesbit, Mississippi 38651
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 ROBERT E. LEIGH, III, and wife, BETTIE MAY LEIGH, 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 19th day of February, A.D., 1975.

My Commission expires: April 3, 1975
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

filed for record at 3 o'clock and 45 minutes P. M. 24

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 24 day of Feb. 1975, and that the same has been recorded in Book 183 Page 437 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Feb 1975.

Fees \$5.00 pd.

H. P. Ferguson, CLERK

678 Page 45-0
This 16th day of Dec 1993
W. E. Davis
Chancery Clerk
By: G. H. Taylor, Jr.

ged. Home Loan Mtg. Corp.
Assignment of this instrument recorded in
Real Estate T/P book
No. 633 Page 62
This the 13 day of April 1993
W. E. Davis
Aug: Woodward, S. C. Clerk

441

Revised April, 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we

DAN TACKER and wife, DONNA TACKER

~~XXXX~~ 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:

a 4.18 acre tract located in the northwest quarter of Section 4, Township 3, Range 7 West, DeSoto County, Mississippi, and being more particularly described by metes and bounds as follows:
Beginning at a point in the south line of Byhalia Road, a distance of 245.20 feet westwardly as measured along the south line of said road from its intersection with the east line of the northwest quarter of Section 4, Township 3, Range 7 West, said point of beginning being the northwest corner of the Sneed tract as described by warranty deed as recorded in Book 71, Page 559; thence south 5 degrees 9 minutes east along the west line of said tract, a distance of 519.50 feet to the southwest corner of the Sneed tract; thence north 78 degrees 30 minutes west, a distance of 636.20 feet to a point; thence north 5 degrees 09 minutes west, a distance of 43.30 feet to a point in the southeast line of Byhalia Road; thence north 59 degrees 06 minutes 23 seconds east along the southeast line of said road, a distance of 676.89 feet to the point of beginning, containing 4.18 acres.

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 and NO/100 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 April, 1975, 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 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 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 protection of any of said property as security for 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 vendees 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 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, 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 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 vendee 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 Dan Tacker 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 18th day of February, 19 75

Dan Tacker
Dan Tacker

Donna Tacker
Donna Tacker

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

Dan Tacker and his wife (her husband) Donna Tacker, 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 18th day of February, 19 75

My commission expires

Feb. 19, 1976

Lillian M. Beauwell
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 _____, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 25 day of Feb 1975, and that the same has been recorded in Book 183 Page 441 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Feb 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

My commission expires: _____

Notary Public

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Wayne Lowrey,
Exec. V.P. of the beneficiary, DYKE INDUSTRIES, INC., An Arkansas
 Corporation, Cole Manufacturing Company Division, does hereby certify that
 a certain trust deed bearing date the 27th day of October, 1974, made and
 executed by James L. Murphy, President of JAMES L. MURPHY, INC., A Mississippi
 Corporation, to DYKE INDUSTRIES, INC., An Arkansas Corporation, Cole Manu-
 facturing Company Division 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. 181, on Page 341, of the Record of
 Trust Deeds, on the 14th day of November, 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 19 day of February, 1975.

DYKE INDUSTRIES, INC., Cole Manufacturing Company
Division

By: Wayne Lowrey, Exec. V.P.

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority
 of law in and for the jurisdiction aforesaid, the within named WAYNE
LOWREY, Exec. V.P. of DYKE INDUSTRIES, INC., An Arkansas
 Corporation, Cole Manufacturing Company Division, who acknowledged that he
 signed and delivered the above and foregoing Order to Clerk to Cancel Deed of
 Trust on the day and date therein mentioned as the act and deed of said
 Corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 20th
day of February, 1975.

My commission expires:
My Commission Expires Jan. 10, 1977

James S. Durrell
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
15 minutes A.M. 25 day of Feb. 1975, and that the same has been
 recorded in Book 183 Page 444 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 25 day of Feb 1975.

Fees 2.50

H. P. Ferguson, CLERK

19 DAY OF Jan. 1977

FOR REAL ESTATE, CHATTEL OR BOTH

Stanley M. Cohen
Eliot D. Cohen
To DEED OF TRUST
First National Bank
Southaven, Miss.

THIS INDENTURE, Made this 24th day of February 19 75
between Stanley M. Cohen and Eliot D. Cohen, Party

of the first part,
and First National Bank of Southaven, Miss., Party of the second part,

WITNESSETH That whereas, said party of the first part, for and in consideration of a loan made by the

party of the second part to Cohen Realty, Inc. in the amount of \$17,500.00 with interest from
date at the rate of 11 1/2% per annum, with one installment of accrued interest due 90 days from
date and the remainder of interest and entire principal shall be due 90 days thereafter
(180 days from date)

and any further amount that the party of the second part may furnish the party of the first part
payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part
paid by Edwin C. Hardin 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,

Starting at a point in the east line of Hudgins Road at the southwest corner of the
Tenissippi Industrial Park and which point is on the Tennessee-Mississippi State
boundary in the Southwest Quarter of Section 13, Township 1 South, Range 8 West,
DeSoto County, Mississippi, thence

South 89 degrees 09 minutes 40 seconds East 592.39 feet along said State
boundary to an iron marking the corner between the Watson and Cohen properties;
thence

South 00 degree 48 minutes 30 seconds West 1072.31 feet along the boundary
between said Watson and Cohen properties to an iron stake on the North side of
State Line Road; thence

South 87 degrees 28 minutes 50 seconds East 100.05 feet along the North
side of said State Line Road to an iron which is the POINT OF BEGINNING; thence

North 00 degree 48 minutes 30 seconds East 175 feet to an iron; thence

South 87 degrees 28 minutes 50 seconds East 100.05 feet to an iron; thence

South 00 degree 48 minutes 30 seconds West 175 feet to a point; thence

North 87 degrees 28 minutes 50 seconds West 100.05 feet along the North
side of said State Line Road to the point of beginning, and containing 0.40 acre, and
all being in the Southwest Quarter of Section 13, Township 1 South, Range 8 West,
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 part of the first part promptly pay the above stated indebtedness on or before maturity, 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 of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature the date written above.

Stanley M. Cohen
Eliot D. Cohen

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Stanley M. Cohen and Eliot D. Cohn

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 24th day of February 19 75

(SEAL)

My Commission expires: 2-19-76

Bobbie M. Braswell
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 with 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

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 25 day of Feb 1975, and that the same has been recorded in Book 183 Page 445 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Feb 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 190348

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 Doyle L. Brown and Wife, Dorothy Kay Brown, being the same as Dorothy K. Brown on September 23rd, 1966, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 11,900.00, which said deed of trust is of record in Deed of Trust Book 91, Page 547, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 20th day of February, 1975.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: [Signature]
Its Treasurer

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 Lester L. Jeansonne, Jr. and Harry F. Beacham who acknowledged that as Treasurer 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 20th day of February, 1975.

(SEAL)

[Signature]
Notary Public

My commission expires at death.

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that this instrument was filed for record in my office at 10:30 o'clock A.M. on the 26 day of February, 1975, and duly recorded in

STATE OF MISSISSIPPI, DESOTO COUNTY I have this day duly satisfied and I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 446 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 514
THIS 30 DAY OF January 19 16
H. D. Ferguson
CHANCERY CLERK

This instrument was prepared by
Lloyd Warren, Commercial &
Industrial Bank, Memphis, Tenn.
This Indenture, made by and between

Richard A. Cook

party of the first part, Lloyd Warren 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:

Lots 1,2,3,5,6,9,10,12,14,17,18,26,29,31,33,34,37, 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.

This deed of trust is second to the deed of trust to S. G. Cargeet in Book 139 page 399.

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 conveyance is made in trust, however, to secure the payment of \$85,000.00, evidenced by the following promissory notes of even date herewith:

Eighty-Five 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 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 sums, 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, as 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 12 day of Feb 1925

P. L. Bayliss

Richard A. Cook
Richard A. COOK

STATE OF Tenn.
 COUNTY OF SNELBY

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

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

Given under my hand and seal this the 12 day of FEB.

Mark E. Linder
 Notary Public.
 MY COMMISSION EXPIRES JULY 8, 1978



3.507d

Deed Book Office
 100 North Main Building
 P.O. Box 3073
 Memphis, Tennessee 38103
 Phone: (901) 525-4943

DEED

Trustee

INDUSTRIAL BANK

as

Notary Clerk

Official Recorder for the State of Tennessee, I hereby certify that this deed was filed for record in my office on this date.

Mark E. Linder

Notary Public, and has been

Deed Record

Official seal, this

19

Clerk

the only guaranteed
 of estate title insurance.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 26 day of Feb. 1975, and that the same has been
 recorded in Book 183 Page 447 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$ 3.50 pd.

SEAL

H. P. Ferguson

CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, E.R. RICHMOND AND COMPANY, of Memphis, Tennessee, for good and valuable consideration to it in hand paid by THE LAFAYETTE LIFE INSURANCE COMPANY, Lafayette, Indiana, an Indiana corporation, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey and assign unto the said THE LAFAYETTE LIFE INSURANCE COMPANY, all its right, title and interest in and to a certain Deed of Trust executed to it by BIOMEDICAL LABORATORIES, INC., and recorded in Book 117, page 618 and rerecorded in Book 178, page 241 records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, together with the debt secured thereby, and all right, title and interest in and to the property therein described.

Without recourse against said E.R. RICHMOND AND COMPANY. The undersigned E.R. RICHMOND AND COMPANY warrants that there remains unpaid on the Note secured by said Deed of Trust and assigned by this instrument the principal sum of One Hundred Forty-Six Thousand & no/100 (\$146,000.00) Dollars, plus interest at the rate of nine and one-half (9 1/2%) per cent per annum from the 1st day of February, 1975; that it is the legal and equitable owner of said Note and Deed of Trust with full power to sell and assign the same; that it has executed no prior assignment or pledge thereof; that it has executed no release, discharge, satisfaction or cancellation of said Deed of Trust; that it has executed no release of any portion of the security described in said Deed of Trust; and that it has executed no instrument of any kind affecting the Deed of Trust or the Note or the liability of the maker or makers thereof.

IN WITNESS WHEREOF, said E.R. RICHMOND AND COMPANY has caused this instrument to be signed by its duly authorized officer, and attested by its Asst. Secretary, this 24 day of February, 1975.

ATTEST:

E.R. RICHMOND AND COMPANY

Mary H. Sullivan
Asst. Secretary

By E. R. Richmond
President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named E. R. Richmond and Mary H. Sullivan, known to me to be the President and Asst. Secretary respectively of E.R. RICHMOND AND COMPANY, 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 E.R. RICHMOND AND COMPANY after being duly authorized so to do.

Given under my hand and seal this 24 day of February, 1975.

Robert L. Parker
Notary Public



My Commission Expires:

MY COMMISSION EXPIRES FEB. 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 449 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

450

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That O. D. Bratton and J. W. Cartwright
of P. O. Box 3185, Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of November 1969, made and executed by Charles Calvin Powers
and wife, Rosemary Winfrey Powers 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. 113 on page 588
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.

[Signature]
O. D. Bratton
[Signature]
J. W. Cartwright

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, notary public
in and for County and State aforesaid, O. D. Bratton & J. W. Cartwright who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given upon my hand and seal of office this 14th day of January A. D. 1975

My Commission Expires:
My Commission Expires June 1, 1978

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
50 minutes A. M. 25 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 450 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$250 pd.

SEAL [Signature] CLERK

AUTHORITY TO CANCEL DEEDS OF TRUST

TO THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI, OR ANY OF HIS AUTHORIZED DEPUTIES:

You are hereby authorized, empowered and requested to mark satisfied and cancel of records those certain deeds of trust executed by the hereinafter named Grantors to Standard Life Insurance Company of the South, beneficiary, which deeds of trust are dated and recorded as hereinafter shown, with all of said books being a part of the Land Records of DeSoto County, Mississippi, on file in your office at Hernando, Mississippi, to-wit:

GRANTORS	DATE	BOOK	PAGE
W. E. Wilroy, Walter Richert and Dr. H. M. Wadsworth, Trustees of Hernando Methodist Church and Hernando Methodist Church	5-6-56	49	537
W. E. Wilroy, Ross C. Robison and J. F. Conger, Trustees of Hernando Methodist Church and Hernando Methodist Church	5-3-63	69	579

Witness the signature and official seal of the Standard Life Insurance Company (formerly Standard Life Insurance Company of the South), of Jackson, Mississippi, by its duly authorized officers on this the 25th day of February 1975

STANDARD LIFE INSURANCE COMPANY
(Formerly STANDARD LIFE INSURANCE COMPANY OF THE SOUTH)

By: [Signature]
President
[Signature]
Secretary

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for said county and state, W. R. Newman, III and W. M. Gooch who severally acknowledged that they are the President and Secretary respectively of the Standard Life Insurance Company and further severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein expressed as the act and deed of and for and on behalf of the Standard Life Insurance Company and affixed its corporate seal thereto, and being duly authorized to perform said acts on its behalf.

Given under my hand and official seal on this the 25th day of February 1975

[Signature]
NOTARY PUBLIC

My Commission Expires Nov 21, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 55 minutes A. M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 451 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

452

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That GUARANTY TRUST SAVINGS & LOAN ASSOCIATION
of MEMPHIS, TENNESSEE

the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of December 19 74, made and executed by GEORGE H. LESTER-
SHIRLEY R. LESTER- of GEORGE LESTER CONSTRUCTION to DONALD M. BROWN,
Secretary of COMPANY, INC. Trustee

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. 182 on page 217

of the Record of Trust Deeds, on the 23th day of December, 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 25th day of February.

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION

By: Donald M. Brown
DONALD M. BROWN - President

~~STATE OF MISSISSIPPI~~ }
~~DeSoto County.~~ } ss. TENNESSEE
SHELBY

Personally came and appeared before me, the undersigned authority, Notary Public
in and for County and State aforesaid, DONALD M. BROWN - 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
GUARANTY TRUST SAVINGS & LOAN ASSOCIATION, being first duly authorized and empow-
ered by said Association to so do. Given under my hand and seal of office this 25th day of February, A. D. 19 75.

My Commission Expires:

MY COMMISSION EXPIRES DEC. 23, 1976

[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. 26 day of Feb 1975, and that the same has been
recorded in Book 183 Page 452 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 26 day of Feb, 1975.

Fees \$2.50 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

EDWARD L. WHITTEN, SR. and WILLIAM N. DAVIS,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL 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
SIXTY-THREE THOUSAND AND NO/100 - - - - - DOLLARS
(\$63,000.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ~~5%~~ reflected in said promissory note,
~~proceeds hereof~~ ~~xxxxxxx after~~
providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before ⁽³⁶⁵⁾ three hundred sixty-five/ days from date,
being February 25, 1976.

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.)

15 acres in the North Half of Section 18, Township 3, Range 7, described as BEGINNING at a point in the South right of way of Riley Street, said point being 2,728.4 feet West and 20 feet south of the Northeast Corner of Section 18, Township 3, Range 7, which point is the Northeast Corner of the lot conveyed to DeSoto County Board of Education by deed in Book 98, Page 440; thence North 82° 14' East 17.57 feet to a point; thence North 82° 17' East 440.21 feet to a point in the West right of way of Interstate Highway 55; thence with the West right of way of said Highway South 25° 21' East 1,212.35 feet to an iron pin in the North Corner of the Town of Hernando water tank lot; thence with the North line of the Town of Hernando Lot and the J. E. Lauderdale Tract South 83° 10' West 791.44 feet to an iron pin; thence North 6° 50' West 521.36 feet to an iron pin in the south line of the school lot; thence with the south line of the school lot North 83° 15' East 156.54 feet to an iron pin at the corner of the school lot; thence with the East line of the school lot North 25° 16' West 654.4 feet to the point of beginning, as shown by survey of J. E. Lauderdale, dated September 21, 1972.

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 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 25th day of February, 1975.

Edward L. Whitten, Sr.
William N. Davis

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 EDWARD L. WHITTEN, SR. and WILLIAM N. DAVIS, 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 25th day of February, 1975.
My Commission Expires: April 3, 1975
Thatcher B. Hays
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 05 minutes P. M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 453 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Feb. 1975.

Fees \$ 5.00

11 N D L

2

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 SECURITY BANK OF HERNANDO
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 25th day of July, 19 73, made and executed by EDWARD L. WHITTEN, SR.
and WILLIAM N. DAVIS etc. to said 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. 163 on page 176
of the Record of Trust Deeds, on the 25th 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.

THE SECURITY BANK OF HERNANDO

By: [Signature]
(Name) Assistant Cashier
(Title)

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public
(Name) [Signature], the Assistant Cashier (Title) of
in and for County and State aforesaid, THE SECURITY BANK OF HERNANDO, 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 bank, he being first authorized so to do.
Given under my hand and seal of office this 26th day of Feb A. D. 19 75.



[Signature]

NOTARY PUBLIC

My Commission Expires: April 15, 1977

LAWRENCE-GREENWOOD 27814

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
10 minutes P.M. 26 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 456 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 26 day of Feb 1975.

Fees \$ 2.51 pd.

SEAL [Signature] CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, on September 25, 1963, CHARLES G. ROTENBERRY (same person as Charles G. Rotenberry, Jr.) and wife, MARY H. ROTENBERRY (same person as Mary S. Rotenberry), executed a Real Estate Deed of Trust to George R. Fulton, Trustee for the benefit of EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, which deed of trust is recorded in the Real Estate Trust Deed records of DeSoto County, Mississippi in Book 72, Page 323, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, said deed of trust authorized the appointment and substitution of another Trustee in the place and stead of the Trustee named in said Deed of Trust, and Equitable Life Assurance Society of the United States desires to appoint W.E. WILROY as substitute trustee in the place and stead of George R. Fulton.

NOW THEREFORE, EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a Corporation acting by and through its duly authorized officers, does hereby nominate, constitute, and appoint W.E. WILROY as Substitute Trustee in the aforesaid Deed of Trust in the place and stead of George R. Fulton, and W.E. WILROY shall have the same authority and powers as the Trustee originally named in said Deed of Trust.

IN WITNESS WHEREOF, EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES has caused this instrument to be signed and its official seal to be affixed hereto this the 18th day of February, 1975.

EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

BY

[Signature]
W. E. WILROY, TRUSTEE

[Signature]
HAROLD G. PATRICK, ASSISTANT SECRETARY

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named K. J. Binkley and Helen C. Patrick, who acknowledged to me that they are Assistant Vice President and Assistant Secretary, respectively, of EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, 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 of its date, they being first duly authorized so to do.

Given under my hand and official seal of office this the 18th day of February, 1975.

[Signature]
Notary Public

MY COMMISSION EXPIRES:

Notary Public
Rudolph A. [unclear]
120 West 42nd Street
New York, N.Y. 10018
Commission Expires March 30, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 457 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Feb. 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1935)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between JAMES L. MURPHY

of the first part, hereinafter designated as the Grantor,

David G. Williams, Trustee, of the second part, hereinafter designated as Trustee, and

First National Bank of Memphis 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 FIFTEENTHOUSAND AND NO/100----- DOLLARS (\$15,000.00) evidenced by one 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 demand.

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 part of Section 18, Township 3, Range 7 West, DeSoto County, Mississippi: Beginning at a point in the North right-of-way of Holly Springs Street that is 471.4 feet, more or less, West of the East line of Said Section 18, and which point is also 256.61 feet East of the East right-of-way of Interstate Highway No. 55; thence with the East line of the Murphy lot, North 16 degrees 24 minutes West, 181.13 feet to a point; thence with the North line of said Murphy lot, South 85 degrees 15 minutes West 282.21 feet to a point; thence North 35 degrees 52 minutes West and 40 feet East of the right-of-way of said Interstate Highway No. 55, 20 feet to the

center of a drainage ditch; thence Easterly along the center of said ditch, as follows: North 40 degrees 33 minutes East 74.2 feet; thence North 41 degrees 55 minutes East 158.7 feet; North 53 degrees 29 minutes East 149.6 feet; North 53 degrees 38 minutes East 142 feet; North 88 degrees 24 minutes East 113.8 feet, to a point in the center of said ditch; thence leaving said ditch, South 5 degrees 15 minutes West 326.39 feet to a point; thence South 85 degrees 15 minutes West 20 feet to a point; thence South 8 degrees 15 minutes East 181.5 feet to a point on the North right-of-way of Holly Springs Street; thence with said right-of-way, South 85 degrees 15 minutes West 134.4 feet to the point of beginning, and as said lands are shown by Survey Plat of J. E. Lauderdale, C.E., dated October 18, 1971, and with said lands being part of the 4.53 acre tract received by Wilson L. Douglas, et ux, by Deed of Division from E. E. Douglas, et al, dated April 11, 1969, and of record in Book 78, Page 253 of the Deed Records of DeSoto County, Mississippi.

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 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 impose 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 November 1974.

James L. Murphy
JAMES L. MURPHY

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. Murphy

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 26th day of November 1975

My Commission Expires: _____

W.B. Ferguson
Notary Public
111 N. Main St.
Natchez, Miss.
D.C.

My Commission Expires January 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 26 day of Feb. 1975, and that the same has been recorded in Book 183 Page 459 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Feb. 1975.

Fees \$5.00 pd.

11 N.A.

FOR REAL ESTATE, CHATTEL OR BOTH

Howard Graham's Sleep Shop Inc., A Tennessee Corp. { DEED OF TRUST Gary Alfred Lewers and wife, Sarah Vinston Lewers

THIS INDENTURE, Made this 26th day of February 1975 between Howard Graham's Sleep Shop, Inc., A Tennessee Corporation, Party

and Gary Alfred Lewers and wife, Sarah Vinston Lewers, Party

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 00/100 Dollars (\$2,000.00), with interest, repayable in two (2) equal installments of One Thousand and 00/100 Dollars (\$1,000.00) each on or before May 27, 1975, and the second and final installment, if not sooner paid, due on or before August 25, 1975.

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 David A. Gustafson, 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

Lot 37, Shahkoka Lake Subdivision, Section 28, Township 1, Range 6 West, DeSoto County, Mississippi, as shown by Plat recorded in Book 24, page 172, and then by revised Plat as shown in Book 26, page 231, of the land deed records of DeSoto County, Mississippi, LESS AND EXCEPT a strip 5 feet wide off the East side of said lot and being the same property conveyed to James A. Durrett, et ux, by deed of record in Deed Book 59, page 466 of the land deed records of DeSoto County, Mississippi and further being described as the same property conveyed to Michael Jolly, et ux, by deed of record in Deed Book 79, page 425 of the deed records of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 179, Page 509, 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 debt, he may then forthwith take possession of said property and sell the same in herein below directed. Should the party of the first part promptly pay the above stated indebtedness in or before maturity, 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 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, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness Grantor's signature the date written above. Howard Graham's Sleep Shop, Inc. By: Chuck Bender, President

State of Mississippi, DeSoto County

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Chuck Bender, who acknowledged that as President and sole stockholder, for and on behalf of and by authority of Howard Graham's Sleep Shop, Inc., he 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 26th day of February 1975.

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. 27 day of Feb. 1975, and that the same has been recorded in Book 183 Page 462 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Feb. 1975.

Fee \$2.50

H. P. Ferguson, CLERK

A S S I G N M E N T

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

Malcolm E. Holmes, Jr., and wife, Patsie Marie Potter Holmes

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 29th day of January, 1975 encumbering

certain lands in the County of DeSoto, State of Mississippi,

which said Deed of Trust is recorded in Book 183 at Page 147

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 \$ 32,950.00 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 25th day of February, 1975

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 25th day of February, 1975

My Commission Expires Aug. 1, 1975

[Signature]
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. 27 day of Feb. 1975, and that the same has been recorded in Book 183 Page 463 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Feb. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

464

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

Rodney Chambliss Kelley and wife, Norma J. Kelley
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 28th day of January, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 183 at Page 71 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 \$ 30,000.00 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 25th day of February, 1975

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 25th day of February, 1975

My Commission Expires Aug. 2, 1975

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes P. M. 27 day of Feb. 1975, and that the same has been recorded in Book 183 Page 464 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of Feb. 1975.
Fees \$ 2.50 pd.

[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 Juanell LaPointe
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of November 1974, made and executed by Thurman E & Ann M.
Billings of Southaven, Ms. 38671 to Juanell LaPointe
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. 181 on page 230
of the Record of Trust Deeds, on the 4th day of November, 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 entry be recorded in the records of
said County also as provided by law.

Juanell LaPointe
Juanell LaPointe

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority A Notary Public
in and for County and State aforesaid Juanell LaPointe 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 25th day of February A. D. 1975

Rose B. Loftis

Notary Public

My Commission Expires April 28, 1978

LA 98003-0000000 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 27 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 465 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 27 day of Feb. 1975.

Fees \$2.50pd.

SEAL H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Hernando United Methodist Church, Hernando, Mississippi To DEED OF TRUST The Hernando Bank, Hernando, Mississippi

THIS INDENTURE Made this 27th day of February 1975, between Hernando United Methodist Church, of Hernando, Mississippi, acting by J. O. Thompson, J. E. Conger, J. E. Lauderdale, Gerald Chatham, M. W. Jones, Jr. and F. C. Holmes, Jr. being its duly authorized and empowered Trustees, and joined in by H. Bufkin Oliver, its Pastor, Party of the first part, and The Hernando Bank, Hernando, Mississippi, Party 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 Forty Five Thousand, One Hundred Dollars (\$45,100.00)

evidenced by its one note of even date with this instrument for said amount, executed by its aforementioned officials, and being due and payable on or before six months after date, and bearing eight (8) percent interest per annum from date until paid.

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 W. Bellard 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 the Town of Hernando, DeSoto County, Mississippi, and more particularly described as follows, to-wit: All of Lot No. 45 of the Town of Hernando, Mississippi, as the same is shown by the Official Map of said Town on file in the Chancery Court Clerk's Office, DeSoto County, Mississippi, and being situated in Section Eighteen (18), Township Three (3), Range Seven (7) West, DeSoto County, Mississippi. Said lands are the same lands conveyed to First Party, and its then Trustees, by Warranty Deed from Mrs. Mildred C. Farrington and others, said Deed being dated December 17, 1900, and of record in Book 11, Page 57 of the Deed Records of DeSoto County, Mississippi, and together with the Church Sanctuary and the Youth Building located upon said lands.

First Party warrants title to said property as free and unencumbered in it and that this is a first lien against the same. First Party further understands and agrees that it is to keep the buildings located upon said lands insured against losses by fire and windstorm, said insurance to be in amount satisfactory with Second Party and said insurance policies to carry proper mortgage clauses in favor of Second Party.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then foreclose his 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 carry said insurance, all in the manner above 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 mode 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 hereon, 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 created, the part Y of the second part, its assigns or legal representatives can at any time appoint a Trustee to do so.

Witness the signature of First Party, by its duly authorized Trustees, this February 27, 1975. H. Bufkin Oliver, Pastor; J. O. Thompson, J. E. Conger, J. E. Lauderdale, Gerald Chatham, M. W. Jones, Jr., F. C. Holmes, Jr., Trustees; William W. Bellard, Trustee

Personally appeared before me the undersigned Notary Public of said County, the within named J. O. Thompson, J. E. Conger, J. E. Lauderdale, Gerald Chatham, M. W. Jones, Jr. and F. C. Holmes, Jr. all Trustees of Hernando United Methodist Church, Hernando, Mississippi, and also H. Bufkin Oliver, Pastor of said Church, who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, as the act and deed of said Church, after first being duly authorized and empowered to do so. Given under my hand and official seal, this 27th day of February 1975. My Commission Expires: (SEAL) My Commission Expires Jan. 2, 1978

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 10 o'clock 55 minutes A. M. 27 day of Feb. 1975, and that the same has been recorded in Book 123 Page 466 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 27 day of Feb. 1975. Fees \$ - pd. SEAL H. P. Ferguson, CLERK

Acknowledging Total Paid, Satisfied and Cancelled This day of 1975 By Clerk D. C.

Attest H. P. Ferguson, Chancery Clerk

PREPARED BY: *[Signature]*
SIDNEY M. KATZ, AT
4041 HOUGHT-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 ROBERT THOMAS BYRD AND WIFE, KAREN to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 4th, 19 75, securing a note in the sum of \$ 30,650.00, recorded in Book 183, Page 201, 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 \$ 30,650.00, 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 thereunto affixed on this the 17th day of February, 19 75.

NATIONAL MORTGAGE COMPANY
[Signature: Sidney M. Katz]
Sidney M. Katz
Senior Vice President

ATTEST:
[Signature: 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 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 17th day of February, 19 75.

[Signature: Judith Combs]
NOTARY PUBLIC
My Commission Expires Sept. 13, 1977

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. 27 day of Feb. 1975, and that the same has been recorded in Book 183 Page 467 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Feb. 1975.

Fees \$2.50 pd.

SEAL *[Signature: H. P. Ferguson]* CLERK

468

INDEXED BY AUTHORITY RECORDED IN 8004
254 page 453
20 day of Dec 19 85
H. P. Ferguson
CHANCERY CLERK by n.p.

FOR REAL ESTATE, CHATTEL OR BOTH

Elnora Stone Mount

To { DEED OF TRUST

Robert Bruce Fulton, et ux

THIS INDENTURE, Made this 26th day of February 19 75
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 \$5,000.00 being due and repayable in 120

equal amortized monthly installments of \$62.00 each, the first installment due on or be-
fore the 24th day of March, 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 any further amount that the party of the second part may borrow 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
paid by Dudley B. Bridgforth, 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: all the agricultural
products of every kind that...
family or any hands working with or under...
may or may not be situated on the land... during the year 1975...

Lot 20, 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 indebted-
ness 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.

Should the Trustee at any time believe said property, or any part thereof, insufficient 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 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: BY signature the date written above
Elnora Stone Mount
Elnora Stone Mount

STATE OF MISSISSIPPI, DeSOTO COUNTY
Especially 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 26th day of February 19 75.
(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,

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 28 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 468 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of Feb. 1975.

Fees \$2.50 pd.
SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 55
14 DAY OF October 1975
H. J. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
Charles M. Anderson and wife, Betty J. Anderson
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 Thousand and No/100----- DOLLARS
(\$30,000.00) evidenced by 1 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 repayable on or before the 25th day of July, 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:

71 acres more or less situated in Section 9, Township 3, Range 6 West, being more particularly described as BEGINNING at the Northeast Corner of Section 9, Township 3, Range 6; thence South 88° 12' West 1,980 feet to the point of beginning of this description; thence South 1,318 feet; thence East 1,869 feet; thence South 1,320 feet; thence West 1,869 feet; thence North 960 feet; thence West 210 feet; thence North 1,057 feet; thence South 88° 12' West 466 feet; thence North 1° 40' East 600 feet; thence North 88° 12' East 676 feet to the point of beginning and being part of the 87 acres deeded to Charles Mallory Anderson by petition Deed of Record in Deed Book 113, Page 497, Land Deed Records, DeSoto County, Mississippi.

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 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 25th day of February 1975.

Charles M. Anderson
Charles M. Anderson
Betty J. Anderson
Betty J. Anderson

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 M. Anderson and wife, Betty J. Anderson 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 25th day of February 1975.

My Commission Expires: *Jan 6, 1976* *[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. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 469 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Feb. 1975.
Fees \$5.00 pd.

H. S. Ferguson, Clerk

472

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 211
THIS 1 DAY OF FEBRUARY 1975
CHANCERY CLERK

DEED OF TRUST

Formby Refinishing Products, Inc.

TO BANK OF MISSISSIPPI

In consideration of \$10, in hand paid convey and warrant to James W. Amos trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Part of the southwest quarter of Section 35, Township 1, Range 6 West, in DeSoto County, Mississippi, more particularly described as follows, Beginning at a point in the northeast right of way of Frisco Railroad (100 feet wide) said point being 1228.54 feet southeast of the west line of Section 35, Township 1, Range 6 West, as measured along the northeast right of way of said railroad; thence northeastwardly at 90 degrees to said railroad and along the southeast line of the extension of Mills Road (60 feet wide) 478.68 feet to a point; thence southeastwardly and parallel to said railroad 465 feet to an iron pin; thence southwestwardly and parallel to Mills Road 478.68 feet to an iron pin in the Frisco Railroad right of way; thence northwardly along said right of way 465 feet to the beginning, containing 5.11 acres of land.

This is the first lien on the above described property except as recorded in Book 111, Page 148, Office of the Chancery Clerk, DeSoto county, Ms. IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:
(\$ 120,000.00) One Hundred Twenty Thousand and 00/100-----Dollars due Aug. 20 19 75
(\$) Dollars due 19
(\$) Dollars due 19

Bearing interest at the rate of 15 per cent per annum from date together with attorneys fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank 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 grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank or the holder of said indebtedness to protect the property herein described or 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 of 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 to be done to the same; to keep the improvements thereon fully insured in acceptable companies against loss by tornado 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 collateral held by said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of sales may be applied by said bank or the holder of the indebtedness secured by this deed of trust, as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then 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, and said Trustee shall take possession of said property and sell the same, or a sufficient thereof to pay said indebtedness, at public outcry for cash in the highest bidder, such sale to be advertised and made in the manner and form required by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at its discretion, but shall be advertised in all counties where situated, and in case of personal property two counties, 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 reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without 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 the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, 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 successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the 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 16th day of June 19 69 and recorded in Book 111 page 148 deeds and records of DeSoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness signatures, this the 21st day of February 1975
FORMBY REFINISHING PRODUCTS, INC.
Homer Formby
Gerald Proski

STATE OF MISSISSIPPI } Personally appeared before me A Notary Public
County of DeSoto }
in and for said county and state, the above named Homer Formby and Gerald Proski and
who acknowledged that They signed, sealed, and delivered the foregoing Trust Deed on the date named.
Given under my hand and seal of office, this 21st day of February 1975
My commission expires Nov. 24, 1975
Linda C. Perry
Notary Public

STATE OF MISSISSIPPI } I, the undersigned, Clerk of the Chancery Court of County, do hereby certify
County of }
that the within Trust Deed was filed for record in 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. 28 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 472 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of Feb. 1975.
W. D. Ferguson, Clerk
FEE \$ 3.00 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 Betty J. Wright
of Rt #1 Bx 195 Horn Lake, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 9th day of August 1971 made and executed by Norma B. Wright
6414 Coral Hills Cv of Southaven, Miss. to Betty J. Wright
the above named beneficiary, and recorded in the office of the Chancery Clerk DeSoto County
County, in the State of Mississippi in Hernando, Miss Trust Deed Record No. 132 on page 33
of the Record of Trust Deeds, on the 17th day of August, 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.

Betty J. Wright
Rt #1 Bx 195 Horn Lake Miss

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority Betty J. Wright
in and for County and State aforesaid DeSoto who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein expressed.

Given under my hand and seal of office this 17 day of February A. D. 1975

RETURN TO:
ARNE B. THOMPSON, JR., ATTY
19 POPLAR PLAZA
MEMPHIS, TENNESSEE 38111

Boyd Hubbard
MY COMMISSION EXPIRES
JANUARY 1, 1976

10 H
30838

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 28 day of Feb 1975, and that the same has been
recorded in Book 183 Page 473 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of Feb 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

474

THIS 29 DAY OF Feb. 1978

J. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Roy F. Bly, ET UX

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 27th day of February 1975
between Roy F. Bly and wife, Mary Bly

The Hernando Bank of the first part,
and of the second part,

WITNESSETH, That whereas, said part of the first part, being indebted to the said part of the second part in the sum of Five Thousand Fifty & 72/100 (\$5,250.72)

evidenced by one promissory note of even date bearing 10% interest due after maturity, this note due and repayable in 48 equal monthly installments of \$109.39, the first installment due April 10, 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... 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 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 of the agricultural products of every kind that... on the land that... any cultivator, or cause to be cultivated, as timbered or cleared, and all farming implements of every kind and

Lot 169, Section B, Delta Ridge Mobile Home Park Subdivision, as shown on plat appearing of record in Plat Book 9, pages 33-40, 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 situated in Section 7, Township 3, Range 9.

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

Witness OUR signature S the date written above.

Roy F. Bly
Mary Bly

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named Roy L. Bly and wife Mary Bly

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 29th day of February 1975

My Commission Expires Jan. 7, 1978

(SEAL)

By Notary Public Clerk D. C.

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 11 o'clock no minutes A. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 474 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Feb. 1975.

Fees \$2.50 pd.

SEAL H. S. Ferguson CLERK

H. D. Ferguson
CHANCERY CLERK

Deed of Trust

THIS INDENTURE, this day made and entered into between HARRY L. WRIGHT and wife,
NORMA B. WRIGHT, parties
of the first part, hereinafter designated as the Grantor,
LEE HAMBERLIN, party of the second part, hereinafter
designated as Trustee, and ANDREWS REALTORS, party
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 Nine Hundred Seventy-Five and no/100 (\$ 1,975.00)
evidenced by a certain promissory note of even date herewith, made by the Grantor payable to the order of
the Beneficiary at its office at 5134 Millbranch #222, Memphis, Tenn. or such other place as the
holder of said note may from time to time designate in lawful money of the United States of America which
shall be legal tender for public and private debts at the time of payment, with interest at the annual rate of
six per cent, principal and interest payable as follows: \$108.00 on the first day of
March, 1975 and a like amount on the first day of each and every month thereafter to
and including September 1, 1976 and on October 1, 1976 the balance of said principal
sum and interest thereon.

The property conveyed hereby is encumbered by the lien of deed of trust of record in
book 120, page 39 in the Chancery Clerk's Office of DeSoto County, Mississippi, and it
is a condition of this indenture that in the event of default of any of the terms
and conditions of said prior deed of trust then all of the indebtedness secured by
this indenture may, at the option of the holder of the indebtedness secured hereby,
become immediately due and payable.

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebted-
ness together with any other indebtedness, that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars
(\$10.00) cash in hand paid by the Trustee, the receipt of which is hereby acknowledged, the grantor does
hereby convey and warrant unto the said Trustee, the following premises, with the buildings and improvements
thereon, situated in Sec. 27, T1S, R8W County of DeSoto State of
Mississippi, and more particularly described as follows, to-wit:

Property known as 6414 Coral Hills Cove, Southaven, Mississippi, being Lot 2621,
Section M, SOUTHAVEN WEST Subdivision as shown on plat of record in plat book 4,
pages 52 & 53 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Title to the above described property is vested in Norma B. Wright, one of the Grantors
herein, by virtue of warranty deed of record in book 90, page 712 in said Clerk's
Office. Harry L. Wright joins herein for the purpose of conformity and to release
whatever interests he may have acquired in said property by virtue of his marriage
to the said Norma B. Wright, but for no other purpose.

Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof.

In consideration of the premises it is further agreed and stipulated between the parties hereto as follows:

1. Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon.
2. Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property.
3. Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property.
4. Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof.
5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent. per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.
6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at six per cent. per annum, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder.
7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits.
8. The covenants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns.
9. Beneficiary may without giving 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, 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 the trust as are vested in the trustee as herein named.

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. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then 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 and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the Trustee, or any successor 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, or any successor trustee, shall first pay the cost of advertising and making the sale; and secondly, he shall pay said indebtedness remaining unpaid, and any balance remaining in his hands shall be delivered to the Grantor, or to his proper representatives, agents or assigns. In case of such sale, the Beneficiary shall have the right to purchase said premises or any part thereof.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 17th day of February, 19 75.

Harry L. Wright
Harry L. Wright

Norma B. Wright
Norma B. Wright

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Harry L. Wright and wife, Norma B. Wright 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 17 day of February, 19 75

Prepared By:
ARNE B. THOMPSON, JR.
Attorney-at-Law
19 Poplar — Highland Plaza
Memphis, Tennessee 38111

A. B. Thompson, Jr.
A. B. Thompson, Jr. Notary Public
My Commission Expires: 7/12/76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 475 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of Feb. 1975.

Fees \$ 5.00 pd.

H. P. Ferguson
CLERK

478

9154

50066

This instrument prepared by: National Bank of Westchester

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 James R. Routson

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:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Harry Lee Wright and wife, Dorothy S. Wright	August 13, 1962	Book 65 Page 335-338	Lot Sixty Six, Sec. A, Southaven S/D in Sec. 14, recorded in Plat Book 2, Page 4, & 5.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Westchester 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, James R. Routson heirs and assigns all its 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 Westchester, covenants with the said grantor that it the legal owner, and holder, of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Westchester has hereunto set its 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 February, 19 75.

National Bank of Westchester
Stephen H. Harris
Stephen H. Harris, Assistant Cashier

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 his 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~~ New York
COUNTY OF ~~SHELBY~~ Westchester

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, Stephen H. Harris with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Assistant Cashier of the National Bank of Westchester the within named bargainer, a corporation, and that he as such Assistant Cashier 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 Assistant Cashier.

WITNESS my hand and seal at office in White Plains, New York, this 13th day of February, 19 75.

Florence Failla
Florence Failla
Notary Public
Commission Expires March 20, 1976

My commission expires _____ 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 45 minutes A. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 478 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Feb. 1975.

Fees \$ 2.50 pd.

H. P. Ferguson
H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 223 Page 20
This the 23 day of March 1978
H. G. Ferguson Clerk

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ASSIGNMENT

STATE OF MISSISSIPPI)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DE SOTO)

The undersigned, Walkem Development Company of Mississippi, Inc., a Mississippi corporation is the present legal and equitable owner and holder of, and legal and equitable beneficiary under, certain Deeds of Trust set forth and described in Exhibit A attached hereto and made a part hereof for all purposes, such Deeds of Trust covering certain parcels of real property located in DeSoto County, Mississippi, more particularly set forth and described in such Deeds of Trust and Exhibit A attached hereto, and securing the payment of certain promissory notes described therein, which notes have been pledged and assigned by Walkem Development Company of Mississippi, Inc. to First National Bank in Dallas; and Walkem Development Company, for a good and valuable consideration paid in hand to it, the receipt and sufficiency of which is hereby acknowledged, has transferred, assigned, granted, conveyed and delivered and by these presents does transfer, assign, grant, convey and deliver unto First National Bank in Dallas, of Dallas County, Texas, a national banking association, all of its rights, title and interest in, to, under or arising out of the Deeds of Trust described in Exhibit A attached hereto, and all of its rights, title and interest in and to the parcels of real property located in DeSoto County, Mississippi, described in such Deeds of Trust and in Exhibit A attached hereto.

Walkem Development Company of Mississippi, Inc. expressly warrants and covenants that the Deeds of Trust set forth and described in Exhibit A are valid first and superior liens upon and against the property described therein in favor of the holder of the notes described therein.

EXECUTED, SIGNED and DELIVERED this 28 day of February,
1975.

ATTEST

Cecil A. Ray
Secretary

WALKEM DEVELOPMENT COMPANY
OF MISSISSIPPI, INC.

By Leonard L. Lurie
Treasurer

STATE OF)
)
COUNTY OF)

Before me, the undersigned authority, on this day personally appeared Leonard Lewis & Ceata Ray, of Walkem Development Company of Mississippi, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed, signed and delivered the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacities therein stated.

Given under my hand and seal of office, this 28th day of Feb., 1975.

Gene M. Zachary
Notary Public



EXHIBIT A

Deed of Trust dated June 15, 1972 from Robert L. Albritton, Jr., and wife, Joanne M. Albritton to Joel Walker, Trustee, recorded in Book No. 144, Page 127 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 15 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated May 2, 1973 from Clayton S. Archibald and wife, Candida Archibald to Joel Walker, Trustee, recorded in Book No. 158, Page 516 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 206 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 7, Township 3, Range 9.

Deed of Trust dated August 12, 1974 from Paul F. Bailey and wife, Glenda Bailey to Joel Walker, Trustee, recorded in Book No. 178, Page 633 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 142 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.

Deed of Trust dated Sept. 20, 1973 from James R. Baker, Jr. and wife, Shirley K. Baker to Joel Walker, Trustee, recorded in Book No. 166, Page 92 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 183 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.

Deed of Trust dated April 18, 1974 from Peter Z. Berlinski and wife, Betty S. Berlinski to Joel Walker, Trustee, recorded in Book No. 174, Page 216 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 165 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.

Deed of Trust dated June 4, 1973 from George T. Berryhill, Jr. and wife, Martha A. Berryhill to Joel Walker, Trustee, recorded in Book No. 161, Page 95 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 4 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated July 18, 1974 from George T. Berryhill, Sr. and wife, Ann G. Berryhill to Joel Walker, Trustee, recorded in Book No. 177, Page 585 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 5 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated June 16, 1972 from Knox Bishop and wife, Lavada Bishop to Joel Walker, Trustee, recorded in Book No. 144, Page 358 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 135 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 17, 1974 from Owen E. Blackburn and wife, Ella Mae E. Blackburn to Joel Walker, Trustee, recorded in Book No. 180, Page 565 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 232 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 5, Township 3, Range 9.

Deed of Trust dated Sept. 2, 1972 from Roy F. Bly and wife, Mary G. Bly to Joel Walker, Trustee, recorded in Book No. 148, Page 35 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 169 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 7, Township 3, Range 9.

Deed of Trust dated June 22, 1973 from Vernon Whitehead
to Joel Walker, Trustee, recorded in Book No.
162, Page 338 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 130 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 6, Township 3, Range 9.

Deed of Trust dated Nov. 23, 1974 from Donald B. Bowers and
wife, Sandra U. Bowers to Joel Walker, Trustee, recorded in Book No.
181, Page 566 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 233 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 5, Township 3, Range 9.

Deed of Trust dated Sept. 7, 1972 from William E. Branson and
wife, Barbara J. Branson to Joel Walker, Trustee, recorded in Book No.
148, Page 36 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 197 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated April 14, 1973 from George H. Brewer and
wife, Carol A. Brewer to Joel Walker, Trustee, recorded in Book No.
158, Page 111 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 196 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 5, Township 3, Range 9.

Deed of Trust dated July 31, 1974 from Michael A. Brophy and
wife, Anna W. Brophy to Joel Walker, Trustee, recorded in Book No.
178, Page 315 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 109 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated May 1, 1973 from Leonard R. Broyles and wife, Emma Jean Broyles to Joel Walker, Trustee, recorded in Book No. 158, Page 567 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 157 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 7.

Deed of Trust dated Sept. 21, 1972 from Larry G. Buchanan and Carol P. Buchanan to Joel Walker, Trustee, recorded in Book No. 148, Page 304 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 217 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 7, Township 3, Range 9.

Deed of Trust dated Nov. 7, 1974 from Beverly J. Bunnell to Joel Walker, Trustee, recorded in Book No. 181, Page 321 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 175 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.

Deed of Trust dated Oct. 4, 1973 from Arthur Burns and wife, Merlee E. Burns to Joel Walker, Trustee, recorded in Book No. 166, Page 492 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 204 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 5, Township 3 South, Range 9 West.

Deed of Trust dated Feb. 28, 1974 from Margaret H. Butler to Joel Walker, Trustee, recorded in Book No. 172, Page 53 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 3 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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 South, Range 9 West.

Deed of Trust dated Sept. 17, 1972 from Richard C. Buzzard and wife, Carolyn S. Buzzard to Joel Walker, Trustee, recorded in Book No. 148, Page 303 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 104 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 18, 1972 from William C. Cagle to Joel Walker, Trustee, recorded in Book No. 149, Page 349 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 129 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 7, Township 3, Range 9.

Deed of Trust dated May 15, 1973 from James E. Wright to Joel Walker, Trustee, recorded in Book No. 159, Page 594 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 26 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 16, 1972 from Michael D. Callihan and wife, Diana J. Callihan to Joel Walker, Trustee, recorded in Book No. 149, Page 350 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 178 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 7, Township 3, Range 9.

Deed of Trust dated Aug. 25, 1973 from John C. Carlile and Robert L. Arnold to Joel Walker, Trustee, recorded in Book No. 165, Page 242 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 186 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 West.

Deed of Trust dated Nov. 5, 1974 from Roy L. Carman and wife, Myrtle Carman to Joel Walker, Trustee, recorded in Book No. 181, Page 320 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 105 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 7, Township 3, Range 9.

Deed of Trust dated April 17, 1972 from Edward W. Carter, Jr., and wife, Jerrie Carter to Joel Walker, Trustee, recorded in Book No. 141, Page 265 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 203 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Aug. 23, 1972 from William W. Bowden to Joel Walker, Trustee, recorded in Book No. 147, Page 256 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 147 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 7, Township 3, Range 9.

Deed of Trust dated May 10, 1972 from Grover C. Cassler, III, and wife, Grace P. Cassler to Joel Walker, Trustee, recorded in Book No. 142, Page 471 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 205 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 7, Township 3, Range 9.

Deed of Trust dated April 14, 1972 from Randel Chapman to Joel Walker, Trustee, recorded in Book No. 141, Page 266 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 190 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 7, Township 3, Range 9.

Deed of Trust dated May 25, 1973 from Dorrell S. Childress
to Joel Walker, Trustee, recorded in Book No. 160, Page 425 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 237 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 5, Township 3, Range 9 West.

Deed of Trust dated May 16, 1972 from Andrew B. Chism and wife, Sally V. Chism to Joel Walker, Trustee, recorded in Book No. 142, Page 589 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 133 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 18, 1973 from Billy H. Coker and wife, Nan K. Coker to Joel Walker, Trustee, recorded in Book No. 167, Page 642 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 17 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated March 21, 1974 from Lenard Cooke and wife, Gloria Cooke to Joel Walker, Trustee, recorded in Book No. 173, Page 175 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 169 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 South, Range 9 West.

Deed of Trust dated Sept. 20, 1973 from Amos L. Corbitt, Jr. and wife, Karen A. Corbitt to Joel Walker, Trustee, recorded in Book No. 166, Page 378 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 236 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.

Deed of Trust dated July 13, 1973 from Tommie O. Cornelius
to Joel Walker, Trustee, recorded in Book No.
163, Page 141 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 108 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated Sept. 21, 1972 from Pauline A. Cox
to Joel Walker, Trustee, recorded in Book No.
148, Page 305 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 216 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated Oct. 25, 1973 from Terrell C. Crawford and
wife, Lila Crawford to Joel Walker, Trustee, recorded in Book No.
167, Page 641 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 231 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 5, Township 3 South, Range 9 West.

Deed of Trust dated Sept. 6, 1972 from Thomas J. Cursey and wife,
Barbara A. Cursey to Joel Walker, Trustee, recorded in Book No.
148, Page 34 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 193 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated April 30, 1974 from Charles J. Davis and
wife, Wanda Davis to Joel Walker, Trustee, recorded in Book No.
175, Page 142 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 103 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated Aug. 29, 1973 from Billy W. DeBerry and wife, Sylvia W. DeBerry to Joel Walker, Trustee, recorded in Book No. 165, Page 244 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 152 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 South, Range 9 West.

Deed of Trust dated Oct. 15, 1973 from Francis C. DeBois and wife, Mildred G. DeBois to Joel Walker, Trustee, recorded in Book No. 167, Page 274 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 180 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 South, Range 9 West.

Deed of Trust dated July 12, 1973 from Charles H. Delk, Jr. and wife, Vada Gale Delk to Joel Walker, Trustee, recorded in Book No. 162, Page 602 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 202 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 5, Township 3, Range 9.

Deed of Trust dated March 16, 1974 from Joe L. Dennis and wife, Glenda Dennis to Joel Walker, Trustee, recorded in Book No. 173, Page 176 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 219 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 5, Township 3 South, Range 9 West.

Deed of Trust dated Oct. 18, 1972 from William C. Dickson and wife, Dorothy C. Dickson to Joel Walker, Trustee, recorded in Book No. 149, Page 351 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 240 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 7, Township 3, Range 9.

Deed of Trust dated Sept. 11, 1974 from Alvin T. Dison and wife, Clara L. Dison to Joel Walker, Trustee, recorded in Book No. 179, Page 560 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 9 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Nov. 9, 1972 from John R. Dugay and wife, Maxine R. Dugay to Joel Walker, Trustee, recorded in Book No. 150, Page 196 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 234 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 7, Township 3, Range 9.

Deed of Trust dated June 14, 1973 from Robert W. Dykes and wife, Valeria Q. Dykes to Joel Walker, Trustee, recorded in Book No. 162, Page 111 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 18 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated June 13, 1972 from Oliver A. Eschbach and wife, Lorraine R. Eschbach to Joel Walker, Trustee, recorded in Book No. 144, Page 128 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 14 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 16, 1973 from Clovis L. Fincher and wife, Ruth C. Fincher to Joel Walker, Trustee, recorded in Book No. 167, Page 275 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 155 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.

Deed of Trust dated May 3, 1973 from Billy J. Freeman and wife, Judy Freeman to Joel Walker, Trustee, recorded in Book No. 159, Page 49 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 23 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated Sept. 19, 1973 from Jones B. Gee and wife, Virginia Gee to Joel Walker, Trustee, recorded in Book No. 166, Page 94 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 159 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 8, Township 3, Range 9.

Deed of Trust dated April 7, 1972 from Dorval D. Gibbs and wife, Martha B. Gibbs to Joel Walker, Trustee, recorded in Book No. 141, Page 95 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 139 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 7, Township 3, Range 9.

Deed of Trust dated April 7, 1972 from Charles E. Jacques to Joel Walker, Trustee, recorded in Book No. 141, Page 96 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 140 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 7, Township 3, Range 9.

Deed of Trust dated Dec. 2, 1974 from Sallye Etta Givens to Joel Walker, Trustee, recorded in Book No. 182, Page 25 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

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.

Deed of Trust dated Aug. 31, 1973 from George A. Gladden and wife, Barbara J. Gladden to Joel Walker, Trustee, recorded in Book No. 165, Page 477 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 188 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 5, Township 3 South, Range 9 West.

Deed of Trust dated Oct. 27, 1973 from Charles A. Glass and wife, Delories A. Glass to Joel Walker, Trustee, recorded in Book No. 168, Page 22 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 179 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.

Deed of Trust dated April 5, 1974 from Myrl M. Griffin to Joel Walker, Trustee, recorded in Book No. 174, Page 386 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 36 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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 South, Range 9 West.

Deed of Trust dated April 28, 1973 from Robert Griffin and wife, Ruby Griffin to Joel Walker, Trustee, recorded in Book No. 158, Page 519 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 162 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 7.

Deed of Trust dated March 8, 1974 from Robert Griffin and wife, Ruby Griffin to Joel Walker, Trustee, recorded in Book No. 172, Page 204 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 170 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 South, Range 9 West.

Deed of Trust dated Oct. 20, 1973 from Robert Griffin and wife, Ruby Griffin to Joel Walker, Trustee, recorded in Book No. 167, Page 639 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 171 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.

Deed of Trust dated Oct. 20, 1973 from Robert Griffin and wife, Ruby Griffin to Joel Walker, Trustee, recorded in Book No. 167, Page 640 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 172 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.

Deed of Trust dated Dec. 13, 1973 from Daniel N. Grisham to Joel Walker, Trustee, recorded in Book No. 169, Page 381 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 35 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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 South, Range 9 West.

Deed of Trust dated May 2, 1972 from Allen E. Hall and wife, Frances Hall to Joel Walker, Trustee, recorded in Book No. 142, Page 96 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 228 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 7, Township 3, Range 9.

Deed of Trust dated May 10, 1972 from Jerry W. Douglas to Joel Walker, Trustee, recorded in Book No. 142, Page 472 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 101 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 7, Township 3, Range 9.

Deed of Trust dated June 15, 1972 from M. P. Harrison to Joel Walker, Trustee, recorded in Book No. 144, Page 129 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 12 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated July 23, 1973 from Wilburn Henderson and wife, Bettie M. Henderson to Joel Walker, Trustee, recorded in Book No. 163, Page 427 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 138 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 West.

Deed of Trust dated July 8, 1974 from Ethen E. Hill and wife, Jean Hill to Joel Walker, Trustee, recorded in Book No. 177, Page 405 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 8 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Oct. 8, 1973 from Luell A. Hollar and wife, Hazel C. Hollar to Joel Walker, Trustee, recorded in Book No. 167, Page 57 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 221 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 8, 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 5, Township 3 South, Range 9 West.

Deed of Trust dated Jan. 20, 1975 from Willis A. Hinson and wife, Mary C. Hinson to Joel Walker, Trustee, recorded in Book No. 183, Page 48 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 29 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Nov. 13, 1973 from Angelo R. Hotchkin and wife, Rosemary Hotchkin to Joel Walker, Trustee, recorded in Book No. 168, Page 438 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 27 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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 South, Range 9 West.

Deed of Trust dated April 29, 1974 from James E. Judge to Joel Walker, Trustee, recorded in Book No. 175, Page 141 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 146 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.

Deed of Trust dated Aug. 28, 1973 from Thomas E. Kelly, Jr. and wife, Mary E. Kelly to Joel Walker, Trustee, recorded in Book No. 165, Page 243 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 187 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 546, Township 3 South, Range 9 West.

Deed of Trust dated Nov. 21, 1973 from Jimmie L. Kennon and wife, Connie I. Kennon to Joel Walker, Trustee, recorded in Book No. 169, Page 86 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 25 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated March 8, 1974 from Marshall D. King and wife, Freda Mae King to Joel Walker, Trustee, recorded in Book No. 172, Page 205 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 173 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 South, Range 9 West.

Deed of Trust dated Aug. 23, 1973 from Ralph D. King and wife, Dorothy Ann King to Joel Walker, Trustee, recorded in Book No. 165, Page 112 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 148 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 7, Township 3 South, Range 9 West.

Deed of Trust dated June 2, 1972 from William J. King and wife, Doris King to Joel Walker, Trustee, recorded in Book No. 143, Page 533 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 136 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 7, Township 3, Range 9.

Deed of Trust dated Sept. 5, 1972 from William J. King and wife, Doris A. King to Joel Walker, Trustee, recorded in Book No. 148, Page 306 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 137 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 7, Township 3, Range 9.

Deed of Trust dated July 18, 1973 from Charles E. Knight and wife, Mary L. Knight to Joel Walker, Trustee, recorded in Book No. 163, Page 142 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 128 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.

Deed of Trust dated April 11, 1974 from Charles E. Knight and Mary Knight to Joel Walker, Trustee, recorded in Book No. 174, Page 387 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 160 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.

Deed of Trust dated May 17, 1973 from William R. Lincoln and wife, Roberta F. Lincoln to Joel Walker, Trustee, recorded in Book No. 159, Page 592 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 207 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 5, Township 3, Range 9 West.

Deed of Trust dated July 5, 1974 from William R. Lincoln and wife, Roberta F. Lincoln to Joel Walker, Trustee, recorded in Book No. 177, Page 406 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 208 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 5, Township 3, Range 9.

Deed of Trust dated May 17, 1972 from Joe Love and wife, Lee M. Love to Joel Walker, Trustee, recorded in Book No. 142, Page 591 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 163 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 7, Township 3, Range 9.

Deed of Trust dated May 2, 1974 from George D. Marljar, Sr. and wife, Hazel E. Marljar to Joel Walker, Trustee, recorded in Book No. 175, Page 143 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 181 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.

Deed of Trust dated Aug. 29, 1972 from Roy T. Martin and wife, Evelyn F. Martin to Joel Walker, Trustee, recorded in Book No. 147, Page 461 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 161 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 7, Township 3, Range 9.

Deed of Trust dated July 27, 1973 from Glenn E. Martinson and wife, Evelyn L. Martinson to Joel Walker, Trustee, recorded in Book No. 163, Page 565 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 125 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.

Deed of Trust dated Oct. 31, 1972 from Bobby L. Mask and wife, Elizabeth Mask to Joel Walker, Trustee, recorded in Book No. 150, Page 162 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 191 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 7, Township 3, Range 9.

Deed of Trust dated June 27, 1973 from Roderick E. Mathews and wife, Wanda Mathews to Joel Walker, Trustee, recorded in Book No. 162, Page 340 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 1 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated Dec. 8, 1973 from Ben R. McCormick and wife, Daisy Ruth McCormick to Joel Walker, Trustee, recorded in Book No. 169, Page 382 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 120 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 7, Township 3, Range 9.

Deed of Trust dated May 17, 1973 from Jesse Ray Medley and wife, Diane Lynne Medley to Joel Walker, Trustee, recorded in Book No. 159, Page 593 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 194 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 5, Township 3, Range 9.

Deed of Trust dated Sept. 11, 1972 from Eugene A. Murdock and wife, Mable B. Murdock to Joel Walker, Trustee, recorded in Book No. 148, Page 140 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 176 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 7, Township 3, Range 9.

Deed of Trust dated Sept. 1, 1972 from John P. Nabers and wife, Frances K. Nabers to Joel Walker, Trustee, recorded in Book No. 148, Page 32 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 220 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 7, Township 3, Range 9.

Deed of Trust dated June 5, 1973 from James A. Norman and wife, Mary E. Norman to Joel Walker, Trustee, recorded in Book No. 161, Page 106 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 192 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 5, Township 3, Range 9.

Deed of Trust dated Oct. 27, 1973 from John R. Nutter and wife, Dorothy E. Nutter to Joel Walker, Trustee, recorded in Book No. 168, Page 21 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 182 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 South, Range 9 West.

Deed of Trust dated April 27, 1972 from Richard D. O'Keefe and wife, Peggy D. O'Keefe to Joel Walker, Trustee, recorded in Book No. 141, Page 580 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 113 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 7, Township 3, Range 9.

Deed of Trust dated July 13, 1972 from James D. Pearson and wife, Agnes L. Pearson to Joel Walker, Trustee, recorded in Book No. 145, Page 505 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 117 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 7, Township 3, Range 9.

Deed of Trust dated April 11, 1973 from Buddy W. Pender and wife, Mary Ann Pender to Joel Walker, Trustee, recorded in Book No. 157, Page 465 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 31 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated April 11, 1974 from Carley E. Pender and wife, Yvonne Pender to Joel Walker, Trustee, recorded in Book No. 174, Page 217 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 111 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.

Deed of Trust dated March 28, 1974 from George W. Pounds to Joel Walker, Trustee, recorded in Book No. 173, Page 289 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 32 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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 South, Range 9 West.

Deed of Trust dated June 20, 1972 from James T. Ransome and wife, Carolyn C. Ransome to Joel Walker, Trustee, recorded in Book No. 144, Page 357 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 118 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 7, Township 3, Range 9.

Deed of Trust dated June 13, 1973 from Carl R. Rhone and wife, Michele A. Rhone to Joel Walker, Trustee, recorded in Book No. 162, Page 110 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 213 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.

Deed of Trust dated April 3, 1974 from Levert Le Roy Rich and wife, Lula Belle Rich to Joel Walker, Trustee, recorded in Book No. 174, Page 385 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 112 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 7, Township 3 South, Range 9 West.

Deed of Trust dated June 21, 1973 from Daniel Phillip Robertson and wife, Robbie Robertson to Joel Walker, Trustee, recorded in Book No. 161, Page 521 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 189 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 11, 1973 from Verden L. Samples and wife, Janet L. Samples to Joel Walker, Trustee, recorded in Book No. 167, Page 58 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 131 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 South, Range 9 West.

Deed of Trust dated April 6, 1972 from Phil S. Scruggs and wife, Mable Scruggs to Joel Walker, Trustee, recorded in Book No. 141, Page 97 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 200 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 18, 1972 from Jan K. Sherrod and wife, Sharon W. Sherrod to Joel Walker, Trustee, recorded in Book No. 149, Page 352 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 238 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 7, Township 3, Range 9.

Deed of Trust dated Oct. 18, 1972 from Jan K. Sherrod and wife, Sharon W. Sherrod to Joel Walker, Trustee, recorded in Book No. 149, Page 353 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 239 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 7, Township 3, Range 9.

Deed of Trust dated April 19, 1974 from Arthur W. Smith and wife, Faye Smith to Joel Walker, Trustee, recorded in Book No. 175, Page 144 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 116 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 7, Township 3, Range 9.

Deed of Trust dated May 29, 1973 from Floyd M. Stafford and wife, Margaret Stafford to Joel Walker, Trustee, recorded in Book No. 160, Page 427 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 215 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 5, Township 3, Range 9.

Deed of Trust dated Oct. 11, 1973 from Anetta A. Steadman and Floyd W. Steadman to Joel Walker, Trustee, recorded in Book No. 167, Page 59 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 211 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 South, Range 9 West.

Deed of Trust dated April 12, 1974 from Milton E. Stewart
to Joel Walker, Trustee, recorded in Book No.
174, Page 218 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 167 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 6, Township 3, Range 9.

Deed of Trust dated May 2, 1973 from Paul Timbers
to Joel Walker, Trustee, recorded in Book No.
158, Page 520 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 164 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated April 8, 1974 from Milton E. Stewart
to Joel Walker, Trustee, recorded in Book No.
174, Page 388 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 166 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 6, Township 3, Range 9.

Deed of Trust dated May 8, 1973 from Verlin R. Stewart and
wife, June M. Stewart to Joel Walker, Trustee, recorded in Book No.
160, Page 426 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 124 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 6, Township 3, Range 9.

Deed of Trust dated May 11, 1972 from John J. Stoner and
wife, Myrtie A. Stoner to Joel Walker, Trustee, recorded in Book No.
142, Page 473 of the Records of Real Estate Trust Deeds of DeSoto County,
Mississippi and covering the following described property in such county:

Lot 218 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 refer-
ence is made for a more particular description. Said lot being
situated in Section 7, Township 3, Range 9.

Deed of Trust dated Oct. 23, 1972 from Carl G. Thompson and wife, Billie J. Thompson to Joel Walker, Trustee, recorded in Book No. 150, Page 164 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 122 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 7, Township 3, Range 9.

Deed of Trust dated July 19, 1972 from Ellis M. Till and wife, Lillian Till to Joel Walker, Trustee, recorded in Book No. 145, Page 502 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 222 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 7, Township 3, Range 9.

Deed of Trust dated April 16, 1974 from Louis D. Tucker and wife, Jean S. Tucker to Joel Walker, Trustee, recorded in Book No. 174, Page 219 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 21 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-33 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 7, Township 3, Range 9.

Deed of Trust dated April 11, 1974 from Billie A. Vail to Joel Walker, Trustee, recorded in Book No. 174, Page 220 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 197 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.

Deed of Trust dated Sept. 17, 1973 from Jack E. Vogel and wife, Agnes Vogel to Joel Walker, Trustee, recorded in Book No. 166, Page 95 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 209 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 5, Township 3 South, Range 9 West.

Deed of Trust dated Sept. 12, 1973 from William R. Vogel and wife, Verna J. Vogel to Joel Walker, Trustee, recorded in Book No. 165, Page 535 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 210 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 5&6, Township 3 South, Range 9 West.

Deed of Trust dated April 12, 1973 from Jerry E. Wadkins and wife, Judith A. Wadkins to Joel Walker, Trustee, recorded in Book No. 158, Page 112 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 127 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 7.

Deed of Trust dated Aug. 17, 1973 from Joe A. Wagner and wife, Brenda K. Wagner to Joel Walker, Trustee, recorded in Book No. 165, Page 113 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 224 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 5&6, Township 3, Range 9 West.

Deed of Trust dated July 26, 1972 from James Earl Walker and wife, Margaret M. Walker to Joel Walker, Trustee, recorded in Book No. 145, Page 618 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 102 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 7, Township 3, Range 9.

Deed of Trust dated July 5, 1972 from Richard K. Walls and wife, Deborah K. Walls to Joel Walker, Trustee, recorded in Book No. 145, Page 76 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 123 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 7, Township 3, Range 9.

Deed of Trust dated June 5, 1973 from Benny E. Walters and wife, Darlene M. Walters to Joel Walker, Trustee, recorded in Book No. 161, Page 97 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 195 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 5, Township 3, Range 9.

Deed of Trust dated Aug. 15, 1974 from Timothy G. Warren to Joel Walker, Trustee, recorded in Book No. 178, Page 638 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 201 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 5⁶⁶, Township 3, Range 9.

Deed of Trust dated Sept. 6, 1973 from Timothy Gregg Warren and wife, Janet S. Warren to Joel Walker, Trustee, recorded in Book No. 165, Page 536 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 199 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 West.

Deed of Trust dated Oct. 10, 1973 from Bennie O. Watson and Barbara Ann Andrews to Joel Walker, Trustee, recorded in Book No. 167, Page 60 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 10 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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.

Deed of Trust dated Oct. 10, 1973 from Bennie O. Watson and Barbara Ann Andrews to Joel Walker, Trustee, recorded in Book No. 167, Page 55 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 11 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30 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 South, Range 9 West.

Deed of Trust dated June 15, 1973 from Herman J. Wellborn, Jr. and wife, Marie C. Wellborn to Joel Walker, Trustee, recorded in Book No. 161, Page 522 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 110 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 7, Township 3, Range 9.

Deed of Trust dated Nov. 17, 1973 from Robert F. Westerfield and wife, Leila L. Westerfield to Joel Walker, Trustee, recorded in Book No. 168, Page 613 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 184 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.

Deed of Trust dated March 13, 1974 from O. C. Westerfield to Joel Walker, Trustee, recorded in Book No. 172, Page 450 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 185 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 South, Range 9 West.

Deed of Trust dated June 28, 1973 from Billy Joe White to Joel Walker, Trustee, recorded in Book No. 162, Page 337 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 153 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.

Deed of Trust dated Dec. 20, 1973 from Johnny W. Wilbanks, Jr. and Jean W. Wilbanks to Joel Walker, Trustee, recorded in Book No. 169, Page 449 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 227 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 5, Township 3 South, Range 9 West.

Deed of Trust dated May 1, 1973 from Marion Willfong and wife, Rosemary Willfong to Joel Walker, Trustee, recorded in Book No. 158, Page 524 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 151 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 7.

Deed of Trust dated June 13, 1974 from Guerry K. Williams and wife, Eva D. Williams to Joel Walker, Trustee, recorded in Book No. 176, Page 507 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 198 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.

Deed of Trust dated May 8, 1972 from Edna M. Wilmoth and Lois A. Gabagen to Joel Walker, Trustee, recorded in Book No. 142, Page 474 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 158 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 7, Township 3, Range 9.

Deed of Trust dated Sept. 21, 1972 from Roscoe Wilson and wife, Mozelle Wilson to Joel Walker, Trustee, recorded in Book No. 148, Page 307 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 144 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 7, Township 3, Range 9.

Deed of Trust dated Nov. 12, 1974 from William R. Wilson and wife, Linda Wilson to Joel Walker, Trustee, recorded in Book No. 181, Page 414 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 33 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Nov. 12, 1974 from William R. Wilson and wife, Linda Wilson to Joel Walker, Trustee, recorded in Book No. 181, Page 413 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 34 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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.

Deed of Trust dated Feb. 27, 1974 from Carol W. Young and wife, Wanda Young to Joel Walker, Trustee, recorded in Book No. 172, Page 54 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 24 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 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 South, Range 9 West.

Deed of Trust dated May 3, 1974 from Jake T. Young to Joel Walker, Trustee, recorded in Book No. 175, Page 205 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 230 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 5, Township 3, Range 9.

Deed of Trust dated March 14, 1974 from Calvin H. Youngblood and wife, Lillian Youngblood to Joel Walker, Trustee, recorded in Book No. 172, Page 449 of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot 225 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 5, Township 3 South, Range 9 West.

Deed of Trust dated _____ from _____ to Joel Walker, Trustee, recorded in Book No. _____, Page _____ of the Records of Real Estate Trust Deeds of DeSoto County, Mississippi and covering the following described property in such county:

Lot _____ in Section _____ of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book _____, pages _____ 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 _____, Township _____, Range _____.

A-29

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 55 minutes P. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 479 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 3 day of March 1975.

Fees \$ 104.00

H. L. Ferguson, Clerk

Appointment of Successor Trustee of ~~the~~
instrument Recorded in Real Estate
Book No. 207 Page 379
This 12 day of Jan 19 75
H. P. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Richard P. Williams
and Richard C. Williams
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 17th day of February, 19 75
between Richard P. Williams and Richard C. Williams
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 One Thousand Dollars (\$1,000.00) evidenced
by a promissory note of even date, bearing 10% interest from date, due and repayable 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 year 1975, not to exceed
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 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 may be raised on the land and all the crops of every kind to be grown by
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 or otherwise, during the year 1975, on the land that
forming implements of every kind and

Lots 343 and 344, Section B, Lakes of the Hills Subdivision as per plat thereof recorded
in Plat Book 2, Pages 35 and 36 in the office of the Chancery Clerk of DeSoto County,
Mississippi, to which recorded plat reference is made for a more particular description.
Said lots being situated in Section 19, Township 3, Range 9.

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
on or before the 15th 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 conferred, the party ies of the second part its
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness ONT signature of the date written above. Richard P. Williams
Richard C. Williams
Witness _____

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Richard P. Williams and Richard C. Williams 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 28th day of February, 19 75.
(SEAL) Rebecca Kelly Clerk
My Commission Expires: 5-1-76 By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named
STATE OF MISSISSIPPI, DeSOTO COUNTY _____ of the within named

I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 28 day of Feb. 1975, and that the same has been
recorded in Book 183 Page 510 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March, 1975.
Fees \$ 2.50
H. P. Ferguson

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, JAMES E. McGEHEE & COMPANY, INC., Memphis, Tennessee, does hereby release from the lien of the Deed of Trust given by W. H. HOPPER & ASSOCIATES, INC. ----- for the benefit of the said JAMES E. McGEHEE & COMPANY, INC., which Deed of Trust is dated August 8, 1973, and recorded in Deed of Trust Book 164, Page 187 of the Trust Deed Records of DeSoto 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:

Lot 11, 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 the Grantor this, the 26th day of February, 1975.

JAMES E. McGEHEE & COMPANY, INC.
Memphis, Tennessee

By Harold V. Crase
(Name) Harold V. Crase
Vice President (Title)

STATE OF TENNESSEE
COUNTY OF SHELBY

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Harold V. Crase the Vice President (Title) of JAMES B. MCGEEHEE & COMPANY, INC., Memphis, Tennessee, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned there and for the purposes expressed as the act and deed of said company, he being first authorized so to do.

GIVEN under my hand and Official Seal this, the 26th day of February, 1975.



(SEAL)

Lynnda Cook
NOTARY PUBLIC

My Commission Expires:

Dec. 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 511 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$ 3.50 pd.

(SEAL) H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
187 Page 52
THIS 19 July 1925
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

RALPH BETHAY and wife, GENEVA BETHAY,

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, Horn Lake Branch, Horn Lake, 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 FIVE HUNDRED AND NO/100 - - - - - DOLLARS
together with possible future advances up to an additional \$4,000.00,
(\$4,500.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (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 Ninety (90) days from date, being May 21, 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 4 of Bill LaRue's Tchulahoma Road Subdivision, in Section 4 and in Section 5, Township 2 South, Range 7 West, as shown on the recorded plat of said subdivision in Plat Book 8, Page 44, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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 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 20 day of February, 1975.

Ralph Bethay
Ralph Bethay
Geneva Bethay
Geneva Bethay

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 RALPH BETHAY and wife, GENEVA BETHAY, 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 20 day of February, 1975.

My Commission Expires: June 2, 1977 *Mary Edna Robinson*
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 28 day of Feb. 1975, and that the same has been recorded in Book 183 Page 513 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$5.00 pd.

W. H. Ferguson, Clerk

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE LOMAS & NETTLETON COMPANY, does hereby release from the lien of the Deed of Trust given by STAR LAND DEVELOPMENT CORPORATION, to John F. Sexton, Trustee for the benefit of The Lomas & Nettleton Company, which Deed of Trust is dated the 8th day of March, 1973, and recorded in Deed of Trust Book 155, Page 258, 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 632, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 155, Page 258, 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 Lomas & Nettleton Company, by its duly authorized officer, this the 23rd day of February, 1975.

THE LOMAS & NETTLETON COMPANY

by Daryl Anderson
Asst. Vice Pres.

STATE OF Texas
COUNTY OF Dallas

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Daryl Anderson of The Lomas & Nettleton Company, 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 23rd day of February, 1975.

Cheryl M. Clugston
Notary Public

My commission expires:
June 1, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 516 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.
Fee \$ 2.50
H. P. Ferguson

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

JERRY DALE HAYNES AND BRENDA JUNE HAYNES,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated February 18, 1975, securing a note in the sum of \$ 28,550.00 recorded in Book 183, Page 343, 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 19th day of February, 1975.

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 19th day of February, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

EMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 517 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$ 2.50 pd.

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY REC'D IN ROOM
208 PAGE 323
DAY OF Feb. 1975
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Kenneth Lee Heiman
and wife, Virginia M.
To { DEED OF TRUST
First National Bank,
Southaven, Mississippi

THIS INDENTURE, Made this 21st day of February, 1975,
between Kenneth Lee Heiman and wife, Virginia M. Heiman,
Party of the first part,

and First National Bank, Southaven, Mississippi, Party 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 Three Thousand Eight Hundred Twenty-One

and 40/100, which includes principal and interest, repayable in 36 equal monthly payments of \$106.15 each, beginning April 3, 1975, and due the 3rd 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 ~~with~~ 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 Edwin C. Hardin 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, ~~to wit:~~

Lot 260, Section C, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 38 and 39, 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 93, Page 301, 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 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, 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, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness: OLLP signature S the date written above.
Witness: Kenneth L. Heiman
Kenneth Lee Heiman
Virginia M. Heiman
Virginia M. Heiman

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Kenneth Lee Heiman and wife, Virginia M. Heiman

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 21st day of February, 1975.
My Commission expires: (SEAL) Feb. 19, 1976
Bobbie M. Braswell 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 ~~no~~ minutes A. M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 518 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 3 day of March 1975.

Fee 2.50
H. P. Ferguson

Assignment of this Instrument Recorded in Real Estate TID Book 193 Page 537
 No. 198 Page 171 This the 1 day of Dec 19 75
 This the 5 day of April 19 76
 W. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 26th day of February, 19 75, among the Grantor, ROBERT G. WRIGHT and wife, MAMIE A. WRIGHT

Tom B. Scott, Jr. (herein "Borrower"),
 and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, 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 1254, 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 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.

IN BOOK:

86

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-Six Thousand Two Hundred Fifty 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 March 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

Assumption Agreement
 Assignment of this Instrument Recorded in Real Estate TID Book
 No. 258 Page 699
 This the 9 day of May 19 80
W. D. Ferguson

Assumption Agreement
 Assignment of this Instrument Recorded in Real Estate TID Book
 No. 239 Page 229
 This the 8 day of May 19 79
W. D. Ferguson

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.

Robert G. Wright
Robert G. Wright -Borrower

Mamie A. Wright
Mamie A. Wright -Borrower

Lot 1254, Sec. F, Greenbrook S/D
2449 Sandalwood 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 Robert G. Wright and Mamie A. Wright 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 26th day of February, A.D., 1975

My Commission expires: Feb. 19, 1976

Bethie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 00 minutes A.M. 3

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 00 minutes A.M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 519 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That PEOPLES BANK AND TRUST
of OLIVE BRANCH, MISS. the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of July 19 73, made and executed by Hoyt McNeil and wife
Annie Mae McNeil of Olive Branch, Miss. to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Trust Deed Record No. 163 on page 285
of the Record of Trust Deeds, on the 31st day of July, A. D. 19 75, 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 AND TRUST

BY: W. W. Kerr Pres

STATE OF MISSISSIPPI, }
DeSoto County, }

Personally came and appeared before me, the undersigned authority William W. Kerr, President
in and for County and State aforesaid, 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 3rd day of March A. D. 19 75

Ray M. Loftis
My Commission Expires Jan. 30, 1976

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
00 minutes A M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 523 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S & W CONSTRUCTION COMPANY, a Tennessee corporation and to STAR LAND DEVELOPMENT CORPORATION, a Mississippi corporation, to Howard E. Carter, Trustee for the benefit of Commercial and Industrial Bank, which Deed of Trust is dated the 12th day of July, 1973, and recorded in Deed of Trust Book 162, Page 416, 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 632, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 162, Page 416, 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 Commercial and Industrial Bank, by its duly authorized officer, this the 14th day of February, 1975.

COMMERCIAL AND INDUSTRIAL BANK

By W. Gene Kennedy
W. GENE KENNEDY, SENIOR 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 W. GENE KENNEDY, Senior Vice President of Commercial and Industrial 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 14th day of February, 1975.

Luella E. Wehr
Notary Public

My commission expires:

December 29, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 524 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees 2.50

H. P. Ferguson

sent by car

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

PARTIAL RELEASE

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

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 211, 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 26th day of February, 1975.

ATTEST:

Brenda Powell FIRST NATIONAL BANK OF MEMPHIS
MORTGAGE OFFICER

David Williams Trustee By William F. Herbers
Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Joseph S. Sims Trustee
Trustee

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 WILLIAM F. HERBERS and BRENDA POWELL, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the COGN OFFICER and MORTGAGE OFFICER of The First National Bank of Memphis, the within named bargainer, a corporation and that they, as such COGN OFFICER and MORTGAGE OFFICER being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said WILLIAM F. HERBERS subscribing thereto the name of the corporation, by himself as such COGN OFFICER 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 February, 1975.

My commission expires SEPT. 27, 1975

Walter Utterback
Notary Public

STATE OF MISSISSIPPI, DEKALB COUNTY
 I certify that the within instrument was
 filed for record at 11 o'clock and
55 minutes A M 3
 day of March 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 pd

STATE OF TENNESSEE)
 COUNTY OF SHELBY)

On this 26th day of February, 1975, before me, a Notary Public
 in and for said State and County, duly commissioned and qualified, personally appeared
David Williams and David S. Small Trustee 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.

Wayne C. Whitaker
 Notary Public

My commission expires: _____
 MY COMMISSION EXPIRES SEPT. 27, 1976

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

STATE OF MISSISSIPPI, DEKALB COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
55 minutes A M 3 day of March 1975, and that the same has been
 recorded in Book 183 Page 525 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson

241 PAGE 655
THIS 1 DAY OF May 1975
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Howard A. Bicknell, et ux

To { DEED OF TRUST
First National Bank of Southaven

THIS INDENTURE, Made this 26th day of February, 1975
between Howard A. Bicknell and wife, Nancy S. Bicknell

and First National Bank of Southaven 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 Thousand, Two Hundred Sixty Seven and 60/100 (\$6,267.60) evidenced by promissory note of even date, being due and repayable in 60 equal monthly installments of \$104.46, commencing April 3, 1975 with like installments due on the 3rd day of each month until paid in full, with interest from maturity at the highest lawful rate.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by D. B. Bridgforth, Jr. Trustee, the part ies of the first part to 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 724, 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.

Parties of the First Part reserve the right to prepay all or any part of said indebtedness on or before due dates without penalty. Failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable.

This is a second lien deed of trust on the above described property, second and subordinate to Fidelity Mortgage Company, Jackson, Mississippi.

Parties of the First Part covenant to maintain fire and extended coverage insurance in an amount sufficient to insure Second Party for and during the life of this loan.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debts, 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 3rd day of March 1980, 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 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, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature the date written above.
Howard A. Bicknell
Nancy S. Bicknell

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Howard A. Bicknell and wife, Nancy S. Bicknell 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 26th day of February, 1975.
My Commission Expires: [Signature]
Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.
I certify that the within Instrument was filed for record at 11 o'clock 55 minutes A.M. 3 day of March 1975, and that the same has been recorded in Book 183 Page 527 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of March 1975.
Fees \$2.50
H. P. Ferguson, CLERK

528

OK M.

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 9th day of July 19 74, made and executed by Louis G. Calderera and
wife, Elaine E. Calderera 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. 177 on page 301
of the Record of Trust Deeds, on the 9th day of July 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 28th day of February, 19 75.

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elvis M. Barbee, Notary Public
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 28th day of February A. D. 19 75

My Commission Expires Jan. 5, 1978
[Signature]
Elvis M. Barbee

LAWRENCE-SAYRE-ROUSE 87924

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 528 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$2.50 int.

[Signature]
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 5th day of December 19 62 made and executed by James A. Durdin and wife,
Frances R. Durdin 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. 66 on page 562
of the Record of Trust Deeds, on the 5th day of December, A. D. 19 62, 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 28th day of February, 1975.

THE HERNANDO BANK

By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

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 28th day of February, A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 529 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ok Mr.

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 21st day of August 19 74, made and executed by Jerry W. Hunter and wife,
Margaret Ann Hunter 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 178 on page 591
of the Record of Trust Deeds, on the 22nd day of August, 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 38th day of February, 19 75.

THE HERNANDO BANK

[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
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 38th day of February, A. D. 19 75



[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 530 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March 1975.

Fees \$2.50 pd.

[Signature]
CLERK

6/17 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 10th day of July 19 65, made and executed by Nathaniel McCook and wife,
Evelyn McCook, Maggie (McCook) Smith and Charles Lane McCook, 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. 83 on page 600
of the Record of Trust Deeds, on the 12th day of July, A. D. 1965, 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. The the 28th day of February, 19 75.


THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
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 28th day of February, A. D. 1975
Elois M. Barbee

My Commission Expires Jan. 7, 1978


LAYERS-1000-1000 27244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 531 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 3 day of March 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, }

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 May 1966, made and executed by George P. Gillespie
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. 89 on page 586
of the Record of Trust Deeds, on the 6th day of June, A. D. 1966, 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, }
DeSoto County, }

Personally came and appeared before me, the undersigned authority, A. Nelson 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 24th day of February, A. D. 1975

A. Nelson Bell
My Comm. Expires Nov. 6, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March, 1975, and that the same has been
recorded in Book 183 Page 532 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of March, 1975.

Fees \$2.50 pil.

H. P. Ferguson

Handwritten notes on the left margin of the document.

H. G. Ferguson CHANCERY CLERK

533

DEED OF TRUST

W. S. McIntosh, Jr. & Margaret McIntosh TO BANK OF MISSISSIPPI

In consideration of \$10, in hand paid We convey and warrant to trustee, the following described property in Desoto County, State of Mississippi, to wit:

The following described real estate and all appurtenances situated thereon, described as follows, to-wit: 1.36 acres, more or less, in the Northeast Quarter of Section 17, Township 2, Range 6, described by metes and bounds as follows; BEGINNING at an old iron pin in the North section line of said Section 17, Township 2, Range 6, the iron pin being 1885 feet West of the Northeast Corner of said section, thence continuing along said North section line West 438 feet to an iron pin, thence South 46° 29' East 359.7 feet to a point in the center of College Road, thence along center of said road and being the same parcel of land conveyed to Mrs. Margaret W. McIntosh by G. E. Williams, and his wife, Mrs. Maggie D. Williams, under date of March 28, 1960 as recorded in Book 48, page 1, records of Land Deeds 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 payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

(\$499.00) Four Hundred Ninety Nine Dollars due 12-18- 19 75
(\$2,050.00) Two Thousand Fifty Dollars due 2-25- 19 76

Bearing interest at the rate of 10% per cent per annum from Date together with attorneys fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter contracted with either said bank 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 grantor.

(C) Also any amount paid out or contracted to be paid, by the said bank 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 of 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 and fire, payable 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 collateral held by said bank for the holder of the indebtedness secured by this deed of trust, whether such collateral be placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed and conveyed as security by remaining in 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, then 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, and said Trustee shall take possession of said property and sell the same, or a sufficient thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made to the summer sales of like property as 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 for 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, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made 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 reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without 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 the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, 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 successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust property 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 24th day of December 1971 and recorded in Book 136 page 560 deeds and records.

Desoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness signatures, this the 25th day of February 19 75

W. S. McIntosh Jr
Margaret W. McIntosh

STATE OF MISSISSIPPI

County of Desoto

in and for said county and state, the above named W. S. McIntosh Jr Margaret McIntosh

who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 25th day of February 19 75

My commission expires 2nd Jan. 24, 1975

Luella C. Perry Notary Public

STATE OF MISSISSIPPI

County of

I, the undersigned, Clerk of the Chancery Court of County, do hereby certify

that the within Trust Deed was filed for record in my office on the day of A.D., 19

and that the same together with the certificate of acknowledgment, is now duly recorded in

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 3 day of March 1975, and that the same has been recorded in Book 123 Page 633 records of REAL ESTATE TRUST DEEDS of said County

Witness my hand and seal this the 6 day of March 1975. Fees \$3.00pd.

SEAL H. A. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

279 PAGE 740

THIS 7 DAY OF Jan 19 80

H. G. Ferguson CHANCERY CLERK

534

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

By virtue of the authority vested in me in a certain Deed of Trust given by ARTHUR L. TURNER and wife, SHERRY TURNER, to THE HERNANDO BANK, Hernando, Mississippi, bearing the date of the 23rd day of January, 1973, which said Deed is recorded in Real Estate Trust Deed Book 153, at Page 133 in the Chancery Clerk's Office of DeSoto County, I 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 4th day of March, 1975.

THE HERNANDO BANK

By: [Signature]
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 he signed and delivered the above and foregoing Appointment of Substituted Trustee on the day and date therein mentioned and for the purposes therein expressed, for and on behalf of THE HERNANDO BANK being first duly authorized and appointed by said Bank to so do.

Given under my hand and official seal of office, this the 4th day of March, 1975.

My Commission Expires May 8, 1978

[Signature]
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. 4 day of March 1975, and that the same has been recorded in Book 183 Page 534 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$ 2.50 pd.

[Signature]

Paid, Satisfied and Cancelled
This 20 day of Dec 1996

ATTEST *Harry Teeter*
Lera Dell Teeter
Chancery Clerk

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

Please return to Allen B. Couch

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Harriet Tucker

of the first part, hereinafter designated as the Grantor, Allen B. Couch

Trustee, of the second part, hereinafter designated as Trustee, and
Harry Teeter and Lera Dell Teeter

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 a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of -0- 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:

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 2432, Section "L", Southaven West Subdivision, in Section 27,
Township 1 South, Range 8 West, as shown of record in Plat Book
4, Page 51, in the Office of the Chancery Court Clerk of
DeSoto County, Mississippi.

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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 thereof, 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 3d day of March, 1975

Harriet Tucker

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 Harriet Tucker

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 _____ day of March, 1975

My Commission Expires September 7, 1977

My Commission Expires: _____

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 4 day of March 1975, and that the same has been recorded in Book 183 Page 535 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$ 10.00 pd.

SEAL H. A. Ferguson CLERK

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CANCELLATION BY ALIENATION RECORDED IN BOOK

436 PAGE 677

THIS 11th DAY OF May 1988

W. C. Davis
Chancery Clerk Loy D. Taylor, D.C.

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

BOB BRANDON and wife, LINDA K. BRANDON,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

CHARLOTTE J. MCGHEE,

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 one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of - - - - - 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:

On or before Ninety (90) days from date, being June 2nd, 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.)

PROPERTY DESCRIPTION

A Seven (7) Acre tract of land in the Southwest Quarter of Section 15, Township 3 South, Range 7 West in DeSoto County, Mississippi, more particularly described as:

BEGINNING at a point in the South line of the said Section 15, said point being ten (10) feet East of Southwest Corner of said section and in center of Getwell Road; thence North 4° 10' West along center of said road 490.0 feet to a point; thence North 85° 07' East and parallel to South line of said section 622.3 feet to an iron pin; thence South 4° 10' East 490.0 feet to an iron pin in South line of said section; thence South 85° 07' West 622.3 feet along said South section line to the Point of Beginning and containing 7.0 acres, more or less. All bearings are magnetic, and being a part of the land conveyed by R. G. Riley to Dr. J. H. Edward, et ux by Warranty Deed dated April 11, 1952, recorded in Book 39, Page 99 of the Deed Records of DeSoto County, Mississippi;

Together with all improvements and appurtenances thereunto belonging;

This Deed of Trust is subordinate and inferior to that Deed of Trust in favor of The Equitable Life Assurance Society of the United States, and recorded in Book 93, Page 293 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 258 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 3rd day of March, 1975. X10x

Bob Brandon
Linda K. Brandon
Linda K. Brandon

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 BOB BRANDON and wife, LINDA K. BRANDON, 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 3rd day of March, 1975.
My Commission Expires: April 3, 1975
(SEAL) My Commission Expires April 3, 1975
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 4 day of March 1975, and that the same has been recorded in Book 183 Page 538 of said Court's RECORDS.

Witness my hand and official seal this 5th day of March 1975.
H. Ferguson

W.C. Davis
Chancery Clerk
by D. Taylor, P.C.

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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

BOB BRANDON and wife, LINDA K. BRANDON,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

CHARLOTTE J. MCGHEE,

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 EIGHTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - DOLLARS (\$18,200.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight (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:

One Hundred Twenty (120) monthly installments of \$220.82 each, beginning on the 1st day of May, 1975, with a like installment due and payable on the 1st day of each and every successive month thereafter, the final installment being due and payable on the 1st day of April, 1985, 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.)

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PROPERTY DESCRIPTION

A Seven (7) Acre tract of land in the Southwest Quarter of Section 15, Township 3 South, Range 7 West in DeSoto County, Mississippi, more particularly described as:

BEGINNING at a point in the South line of the said Section 15, said point being ten (10) feet East of Southwest Corner of said section and in center of Getwell Road; thence North 4° 10' West along center of said road 490.0 feet to a point; thence North 85° 07' East and parallel to South line of said section 622.3 feet to an iron pin; thence South 4° 10' East 490.0 feet to an iron pin in South line of said section; thence South 85° 07' West 622.3 feet along said South section line to the Point of Beginning and containing 7.0 acres, more or less. All bearings are magnetic, and being a part of the land conveyed by R. G. Riley to Dr. J. H. Edward, et ux by Warranty Deed dated April 11, 1952, recorded in Book 39, Page 99 of the Deed Records of DeSoto County, Mississippi;

Together with all improvements and appurtenances thereunto belonging;

This Deed of Trust is subordinate and inferior to that Deed of Trust in favor of The Equitable Life Assurance Society of the United States, and recorded in Book 93, Page 293 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 3rd day of March, 1975.

Bob Brandon
Bob Brandon
Linda K. Brandon
Linda K. Brandon

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 BOB BRANDON and wife,
LINDA K. BRANDON, 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 3rd day of March, 1975.
My Commission Expires: April 3, 1975
Therese B. Hay
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 4 day of March 1975, and that the same has been recorded in Book 183 Page 541 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

5:00 pd.

H. F. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK

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THIS 21 DAY OF May 1980

H. J. Ferguson
CHANCERY CLERK

Form No. F-811

Deed of Trust

This Indenture Made this the _____ day of _____ 19____, by and between James R. Geeslin and wife, Barbara M. Geeslin of the first part, J. R. Wilson and J. N. Muir of the second part, as Trustee, and Union Planters National Bank of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and their successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 2424, Section L, Southaven West Subdivision, in Section 27, 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.

Being the same property known as 1067 Custer. Mail all tax notices to James R. Geeslin, 1067 Custer, Couthaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Four Thousand Two Hundred Nineteen and 68/100 Dollars. One promissory instalment note of even date herewith executed by James R. Geeslin and wife, Barbara M. Geeslin, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee in the sum of \$4,219.68 in forty-eight monthly instalments being in the sum of \$87.91 each on the 20th day of each month, beginning March 20, 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee 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; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

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 be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

James R. Geeslin (SEAL)
James R. Geeslin (SEAL)
Barbara M. Geeslin (SEAL)
Barbara M. Geeslin (SEAL)

STATE OF *Miss* ss. Acknowledgment.
COUNTY OF *Shelby*

Personally appeared before me, the undersigned

In and for the State and County aforesaid, the within-named

who acknowledged that *they* signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the *10th* day of *Feb*, 19*75*
Carol A. Heath
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.* *4* day of *March* 1975, and that the same has been
recorded in Book *183* Page *575* records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the *5* day of *March* 1975.
Fees \$ *3.50* pd.
SEAL *H. P. Ferguson* CLERK

This Indenture, made by and between NOAH E. PLUNK and wife, BETTY PLUNK

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:

Section A,
Lot 77, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the plat of said Subdivision which is 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 \$11,845.68, 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 \$141.02 each, the first of said installments being due and payable 3-15-75 and the remainder of said installments being due and payable on the 15th 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 power 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 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 above-said 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 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 7 day of FEBRUARY, 1975

Noah E. Plunk
NOAH E. PLUNK
Betty Plunk
BETTY PLUNK

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 762 THIS 31 DAY OF Mar 1972
CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 499 THIS 3 DAY OF Nov 1976
H. D. Ferguson CHANCERY CLERK H. D. Ferguson CHANCERY CLERK

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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

NOAH E. PLUNK and wife, BETTY PLUNK

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 7th day of February, 1975

My Commission expires: MY COMMISSION EXPIRES NOV. 22, 1977

Betty Plunk
Notary Public.

NO TG# RS

MAIL TAX BILLS (persons responsible for payment):

Mr. & Mrs. Noah E. Plunk
5959 Claiborne
Southaven, Mississippi

PLEASE RETURN TO:

Troy Barron, Timepay Dept.
First National Bank
Memphis, Tennessee

3.00
TITLE INSURANCE
protection against
MID-SOUTH TITLE
MEMPHIS
Count
TRUST
FOR T
STATE OF MISSISSIPPI
County of Desoto
of the Chancery Court
for the County and
certify that the within
was filed for record
day of March
all o'clock 11
duly recorded in T
Page
WITNESS my hand
day of

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of March 1975, and that the same has been recorded in Book 183 Page 547 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$3.00 pd.

SEAL

H. P. Ferguson

CLERK

RECORDED BY AUTHORITY: RECORDED IN BOOK
466 PAGE 312
THIS 22nd DAY OF March 19 89
W. C. Davis
Chancery Clerk
by D. Taylor, S.C.

Revised April, 1974

DEED OF TRUST
OF
UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Thomas E. Saurenman
and wife, Joan T. Saurenman 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 287, Section "B", Holly Hills Subdivision,
Section 30, Township 1 South, Range 8 West,
as shown of record in Plat Book 12, pages 16-17,
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 One Thousand Eight Hundred and No/100 Dollars (\$31,800.00) evidenced by our certain promissory note of

even date herewith, bearing interest at the rate of 8.0% 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:

\$ 233.41 payable on the 1st day of April 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 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, and effective at the time 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 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 Thomas E. Saurenman has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her ~~own~~ 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 28th day of February, 1975
Thomas E. Saurenman
Joan T. Saurenman

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Thomas E. Saurenman and his wife ~~(HUSBAND)~~ Joan T. Saurenman, 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 28th day of February, 1975
My commission expires: My Commission Expires April 28, 1978
Rose L. Loftis 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 _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no. minutes A. M. 4 day of March, 1975, and that the same has been recorded in Book 183 Page 549 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March, 1975.
Fees \$ 5.00 pd.

H. P. Ferguson CLERK

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DEED OF TRUST

THIS INDENTURE, made this 28th day of February, 1975 between RODNEY N. BESINGER and wife, IRMA F. BESINGER of the first part, and DESOTO REALTY COMPANY 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 (\$1,000.00) ONE THOUSAND AND NO/100-----Dollars evidenced by a promissory note of even date bearing 6% interest, being due and payable in 36 monthly payments of \$32.27 each, with the first of said payments being due March 28, 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 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 512, Section "B", DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Pages 16 thru 21, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

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 XXX 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 party 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.

Rodney Besinger
Rodney N. Besinger
Irma F. Besinger

STATE OF MISSISSIPPI, DESOTO COUNTY, Personally appeared before me, a Notary Public of said County, the within named RODNEY N. BESINGER and wife, IRMA F. BESINGER 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 28th day of February, 1975.

Lee V. Stamberlin
Notary Public

My Commission Expires: Dec 5, 1978

RETURN TO SECURITY TITLE CO.
60 N. Second St.
P.O. Box 463

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock and minutes A. M. 4 day of March 1975, and that the same has been recorded in Book 183 Page 552 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 5 March 1975

2.50

H. P. A...

USDA-FHA
Form FHA 427-1 MS
(Rev. 9-7-71)

Trust: Tracts of said County.

Position: _____

Witness my hand and seal this _____

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

19 _____

THIS INDENTURE, made and entered into this day, the 5th day of March, 1975
(Date)

by and between the undersigned Dollie Mae Alford, a widow,

residing in DeSoto County, Mississippi, whose post office
address is 754 Pleasant Hill Road, Olive Branch, Mississippi 38654.

grantor(s), herein called "Borrower," and Aaron R. Goolisby, of Hernando, Mississippi,

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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 5, 1975	\$17,250.00	8 1/2%	March 5, 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 Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949;

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion
of the payments on the note;

And 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 the loan evidenced thereby, 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 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

THE LANDS SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

One (1) acre, situated in the Northeast Quarter of Section Thirty Five (35), Township
Two (2), Range Seven (7) West, and more particularly described as follows, to-wit:

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Commencing at the Northeast Corner of said Section 35; thence West 1108.85 feet along the North line of said Section to a point; thence South 40 feet to an iron pin, FOR THE POINT OF BEGINNING; thence South 228 feet to an iron pin; thence North 89 degrees 30 minutes West 191.05 feet to an iron pin; thence North 228 feet to an iron pin; thence South 89 degrees 30 minutes East 191.05 feet to the point of beginning, and as said lands are shown by Survey Plat of Ronald R. Williams, E. E., Revised June 18, 1974,

BUT SUBJECT HOWEVER, to all taxes for the year 1975 and to Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereto 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) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note 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 holder, 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, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(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 against the property 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, satisfactions, 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 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) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(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.

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

Dollie Mae Alford

Dollie Mae Alford, a widow.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, Chancery Court Clerk in and for said

County and State, the within-named Dollie Mae Alford, a widow,

and ~~XXXXXXXXXXXX~~ XXXXXX, who acknowledged that ~~she~~ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 5th day of March, 19 75.

H. P. Ferguson
(Signature)

(SEAL)

Chancery Court Clerk
(Title)

My Commission Expires: January 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 49 minutes P.M. 1975 day of March and that the same has been recorded in Book No. 183 Page 553 of said County. Fees 5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 49 minutes A.M. 5 day of March, 1975, and that the same has been recorded in Book 183 Page 553 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March, 1975.

Fees \$5.00 pd.

SEAL

H. P. Ferguson
CLERK

LANCED BY AUTHORITY RECORDED IN BOOK
296 PAGE 580
3 DAY OF May 1983
H. D. Ferguson
CHANCERY CLERK

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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 Hoyt McNeil and wife,
Annie Mae McNeil

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 of the third part, hereinafter designated as the Beneficiary.
Olive Branch, Mississippi

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
One Thousand Two Hundred Two and 64/100----- DOLLARS
(\$ 1,202.64) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight 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 twenty-four (24) monthly installments
of \$50.11 each, the first being due on the 15th., day of August 1973 and one
installment due and payable on or before the 15th., day of each month thereafter
until paid in full.

This Trust Deed is a substitute of collateral for that certain promissory note executed
by Hoyt McNeil and wife, Annie Mae McNeil under date of July 6, 1973, and additional
advance of \$1,626.72 executed under date of January 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 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:
Part of the South Half of Section Thirty Two (32), Township One (1), Range Six (6)
West, more particularly described as follows:
Lot - 4: Beginning at an iron pin in the south line of Section 32, Township 1,
Range 6 West, said point being 982.4 feet east of the southwest corner of Section
32, said point also being the southeast corner of Lot 1; thence north 20 degrees
55 minutes east 644.1 feet to an iron pin, the southwest corner of Lot 3, thence
north 84 degrees 58 minutes east 2113.4 feet to an iron pin, the southeast corner
of Lot 3, thence south 5 degrees 24 minutes east 579.2 feet to a point, the southeast
corner of the Horace McNeil tract; thence south 84 degrees 58 minutes west with
the south line of Section 32 a distance of 2399 feet to the beginning, containing
30 acres of land.

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 882 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 expenses 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 in 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 28th. day of Feb. 19 75

Hoyt McNeil
Hoyt McNeil
Annie Mae McNeil
Annie Mae McNeil



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 Hoyt McNeil and wife Annie Mae McNeil 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 28th. day of February 19 75

My Commission Expires: May 18, 1976
STATE OF MISSISSIPPI, DESOTO COUNTY
Annie B. Jones
Notary Public

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 5 day of March 1975, and that the same has been recorded in Book 183 Page 557 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$5.00

H. P. Teramun

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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 Lamar Harris and wife,
Doris Jean Harris

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 of the third part, hereinafter designated as the Beneficiary.
Olive Branch, Miss.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Four Thousand Nine Hundred Seven and 40/100----- DOLLARS
(\$ 4,907.40) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 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 repayable in 60 equal monthly installments of
\$81.79 each with first installment being due and repayable on or before the 5th.,
day of April, 1975 and like installments being due and repayable on or before the
5th., day of each consecutive month thereafter until paid in full with the entire
indebtedness due in full on or before the 5th., day of March, 1980.

Parties of the first part reserve the right to prepay all or any part of said
indebtedness on or before the due date without penalty.

Failure to make any 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 this instrument.

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:
Two acres more or less in Section 4, Township 2, Range 6, and being more particularly
described as: BEGINNING at the Southeast corner of the Robert Carter tract, said
point also being at the point where Robert Carter's property joins the Doddridge
property at a point in the right of way of Highway 305; thence from said point of
beginning, run North parallel with the right of way of Highway 305, 500 feet to a
point; said point being point of beginning of the hereinafter described tract;
thence from said point of beginning continuing North along the right of way along
Highway 305, 200 feet to a point; thence run due West 400 feet to a point; thence
run South 200 feet to a point; thence run East 400 feet to the point of beginning
and containing 2 acres more or less and being part of the Robert Carter tract.
And house situated thereon.

Copyright Mississippi Bankers Association

INDEXED BY AUTHORITY RECORDED IN BOOK
224 PAGE 320
THIS 26 DAY OF Apr 1928
H. G. Ferguson
CHANCERY CLERK

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 834 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.

RECORDED IN BOOK 107 PAGE 107
RECORDED IN BOOK 107 PAGE 107
RECORDED IN BOOK 107 PAGE 107
RECORDED IN BOOK 107 PAGE 107

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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 expenses 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 20th day of Feb. 1975

Louis J. Harris
Doris Jean Harris

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 *Louis Harris and wife, Doris Jean Harris* 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 Feb. 1975

My Commission Expires: *May 18, 1976*
Archie B. Jones
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. day of March 1975, and that the same has been recorded in Book 183 Page 560 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March
H. P. Ferguson

Fee \$ 5.00

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 _____ day of _____, 19____, made and executed by Don W. Gullett
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. 174 on page 190
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. This the 27th day of Feb, 1975.

The Hernando Bank
J. O. Thompson
J. O. Thompson, Executive Vice 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, J. O. Thompson, Executive Vice Pres. 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 27th day of Feb, A. D. 1975
My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Barbee
Notary Public

LAWRENCE-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 5 day of March 1975, and that the same has been
recorded in Book 183 Page 503 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$ 2.50 pd.

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 30th day of Dec. 1966, made and executed by George Gillespie
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. 93 on page 49
of the Record of Trust Deeds, on the 13th day of January, A. D. 1967, 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, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Victoria 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 24th day of February, A. D. 1975

My Comm. Expires Nov. 6, 1976

LAWRENCE-GARDNER 87884

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
55 minutes A. M. 3 day of March 1975, and that the same has been
recorded in Book 183 Page 564 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 5 day of March 1975.

Fees \$ 2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
280 PAGE 416
THIS 29 DAY OF Jan. 19 82
H. D. Ferguson
CHANCERY CLERK

Form No. F-811

Deed of Trust

This Indenture Made this the 27th day of February 1975, by and between Linder Maynor, Jr., and wife, Shirley Maynor of the first part, J. R. Wilson and J. N. Muir of the second part as Trustee, and Union Planters National Bank of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and their successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 106, Section B, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 40 and 41, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 5795 Chesterfield. Mail all tax notices to Linder Maynor, Jr., 5795 Chesterfield, Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Seven Thousand Nine Hundred Fifty-nine & 00/100^{ths} One promissory instalment note of even date herewith executed by Linder Maynor, Jr., and wife, Shirley Maynor, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$7,959.00 in eighty-four monthly instalments being in the sum of \$94.75 each on the 29th day of each month, beginning March 29, 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ with annual interest thereon at the rate of per cent and all bearing per cent per annum after date, payable annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee 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; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

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 be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Linder Maynor, Jr. (SEAL)
Linder Maynor, Jr. (SEAL)
Shirley Maynor (SEAL)
Shirley Maynor (SEAL)

STATE OF *TN* }
COUNTY OF *Shelby* } ss. Acknowledgment.

Personally appeared before me, the undersigned *Jeanette James*
in and for the State and County aforesaid, the within-named *Linder Maynor, Jr. & Shirley Maynor*
who acknowledged that *they* signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the *27th* day of *February*, 19 *75*
Jeanette James
Notary Public.

MY COMMISSION EXPIRES OCT. 19, 1976

wife, Muir, Clerk, ex-officio, recorded, do, ment of writ- in the day of 19 75 on this day gment and fixed this 19 Clerk.
STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at *11* o'clock
no. minutes *A. M.* *5* day of *March* 1975, and that the same has been
recorded in Book *183* Page *565* records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the *5* day of *March* 1975.
Fees \$ *3.57* pd.
SEAL *H. P. Ferguson* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

THE LOMAS & NETTLETON COMPANY does hereby grant, bargain, sell, convey and assign unto "FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States."

all of its right, title and interest in and to that certain deed of trust executed by

GARY L. LEDFORD AND WIFE, PATRICIA K. LEDFORD to

ERNEST W. TURNBULL, Trustee, for the use and benefit of

THE LOMAS & NETTLETON COMPANY, which deed of trust appears of record in Deed of Trust Book 182 at Page 265 of the records of the Chancery Clerk of DeSoto County, State of Mississippi; and also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$

WITNESS the signature of THE LOMAS & NETTLETON COMPANY by its duly and legally authorized officers, this the 21st day of January 1975.

THE LOMAS & NETTLETON COMPANY

BY Rebecca L. Chatham Mortgage Officer

Attest: Jean Carlisle Assistant Secretary

STATE OF VIRGINIA CITY OF VA BEACH

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid Rebecca L. Chatham and Jean Carlisle who acknowledged that they are the Mortgage Officer and Assistant Secretary respectively of the within named THE LOMAS & NETTLETON COMPANY, a corporation; and that they signed, sealed and delivered the above and foregoing instrument of writing for and on behalf of said corporation and as its own act and deed on the day and for the purposes therein mentioned, they having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this 21st day of January 1975.

Mary Kolodziej NOTARY PUBLIC My Commission expires 1/3/1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no. minutes A. M. 5 day of March 1975, and that the same has been recorded in Book 183 Page 567 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$2.00

H. P. Ferguson

568

Compliments of
NORTHWEST TITLE GUARANTY COMPANY
Box 8
1 Office Park Plaza
Southaven, Mississippi
PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part pay-
ment 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)
Bailey Mortgage Company as Beneficiary, which

Deed of Trust is recorded in Book 151, Page 93; in the Chancery Clerk's
Office of DeSoto County, Mississippi, the undersigned

Bailey Mortgage Company, 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 Castle Builders, Inc.
the following described property located in DeSoto County, Mississippi, to-wit:

Lot 97, 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 con-
veyed 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 20 day of February, 1975

ATTEST:

William Cook
William Cook, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

BAILEY MORTGAGE COMPANY
By: Paul J. Selvo
Comptroller

On this 20 day of February, 19 75, before me, a Notary
Public in and for said State and County, duly commissioned and qualified, personally
appeared Paul J. Selvo and William Cook, as Vice Presidents, for and
on behalf of and by the authority of Bailey Mortgage Company, and that they are
known to me to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their and delivered free act and deed.

Witness my hand and Notarial Seal at office the day and year above written.



Lucile 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
30 minutes A. M. 5 day of March, 1975, and that the same has been
recorded in Book 183 Page 568 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 5 day of March, 1975.

Fee \$ 2.50

H. P. Ferguson

16509

16509

This instrument prepared by:

TRUST DEED RELEASE

office of the Chancery Clerk of

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Public Office of the Chancery Clerk of~~ Desoto County, Miss. certain real property was conveyed by the hereinafter named grantor, to Delta Title Company

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:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Dan C. Fisher and wf., Annie M. Fisher	8-10-70	Book <u>120</u> Page <u>31</u>	Lot 2603, in Section M, Southaven West S/D.

NOW, THEREFORE, in consideration of the premises the undersigned LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION 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 5 their heirs and assigns all its 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, LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION covenants with the said grantor 5 that they the legal owners 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 LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION hereunto ~~sent~~ sent (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 February 19 75

Alan Resendorph, Exec. Vice President

John E. Sindoni, Vice President
LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION

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____

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 _____ Vice President of the _____ and that he as such _____ Vice President being authorized so to do, executed the foregoing instrument for the purpose _____ contained by signing the name of the corporation by himself as _____ President.

WITNESS my hand and seal at this _____ day of _____ 19____
February _____ 75

My commission expires _____ 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 8 o'clock 30 minutes A. M. 5 day of March 1975, and that the same has been recorded in Book 183 Page 569 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

241 PAGE 654
THIS 1 DAY OF May 1979
A. W. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 18th day of February, 1975, between DAN TACKER and wife, DONNA TACKER, 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 EIGHT THOUSAND TWO HUNDRED FORTY-SIX and 40/100 DOLLARS (\$8,246.40), which includes principal and interest, repayable in 48 equal monthly installments of \$171.80 each, 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:

A 4.18 acre tract located in the northwest quarter of Section 4, Township 3, Range 7 West, DeSoto County, Mississippi, and being more particularly described by metes and bounds as follows: Beginning at a point in the south line of Byhalia Road, a distance of 245.20 feet westwardly as measured along the south line of said road from its intersection with the east line of the northwest quarter of Section 4, Township 3, Range 7 West, said point of beginning being the northwest corner of the Sneed tract as described by warranty deed as recorded in Book 71, Page 559; thence south 5 degrees 9 minutes east along the west line of said tract, a distance of 519.50 feet to the southwest corner of the Sneed tract; thence north 78 degrees 30 minutes west, a distance of 636.20 feet to a point; thence north 5 degrees 09 minutes west, a distance of 43.30 feet to a point in the southeast line of Byhalia Road; thence north 59 degrees 06 minutes 23 seconds east along the southeast line of said road, a distance of 676.69 feet to the point of beginning, containing 4.18 acres.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 183 Page 441, 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.

Dan Tacker
Dan Tacker

Donna Tacker
Donna Tacker

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dan Tacker and Donna Tacker, 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 18th day of February, 1975.

My Commission expires:

Bethie M. Basswell
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. 5 day of March 1975, and that the same has been recorded in Book 183 Page 571 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1975.

Fees \$ 2.50

H. P. Anderson

572

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by Bobby White Montgomery and wife, Mary Louise Montgomery to James R. Houston, Trustee, and recorded in Book 83 at Page 103, and which deed of trust was assigned by Colonial Savings & Loan to Coral Gables Federal Savings And Loan Association, as shown by assignment recorded in Book 141 at Page 388, all of the record of Deeds or Deeds of Trust on file in your office.

This 30 day of January, 1973.

CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION

By Mal J. Harper
Mal J. Harper, Vice President
By Rick C. Mitchell
Rick C. Mitchell, Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mal J. Harper and Rick C. Mitchell, who acknowledge to me that they are Vice President and Assistant Secretary, respectively, of Coral Gables Federal Savings & Loan Association, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments 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 of office, this, the 30 day of January, 1973.

Regina B. Young
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 4, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 5 day of March 1973, and that the same has been recorded in Book 183 Page 572 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of March 1973.

Fees \$ 2.00 pd.

11 H A.

CANCELLED BY AUTHORITY RECORDED IN BOOK
223 PAGE 688
THIS 13 DAY OF April 1978
H. G. Ferguson
CLERK

573

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

CLIFFORD LEE DYE and wife, BETTY S. DYE,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL 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 SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 16/100 - - - - - DOLLARS (\$7,625.16) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

Thirty-Six (36) amortized monthly payments of \$211.81 each, beginning on the 5th day of April, 1975, and a like payment being due and payable on the 5th day of each and every successive month thereafter, the final payment being due and payable on the 5th day of March, 1978, 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.)

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PROPERTY DESCRIPTION

Part of Section 19, Township 3 South, Range 9 West, more particularly described as follows, to-wit:

BEGINNING at a point in the centerline of Bluff Road, said point being 138.4 feet, more or less, West from the Northwest Corner of the Frances H. Coulthorst property; thence in a Southwesterly direction with the centerline of said Bluff Road 251.89 feet, more or less, to a point; thence in a Southerly direction 329.54 feet, more or less, to a point; thence in an Easterly direction 215.7 feet, more or less, to a point; thence in a Northerly direction 459.6 feet, more or less, to the Point of Beginning and contain 2.0 Acres, more or less, and being part of the same land conveyed by Walkem Development Company of Mississippi, Inc. to R. E. Darby by deed of date June 22, 1962, and of record in Deed Book 53, Page 191 of the Deed Records of DeSoto County, Mississippi.

This Deed of Trust is subordinate and inferior to that certain Deed of Trust given by Clifford L. Dye and wife, Betty S. Dye, for the benefit of R. E. Darby, dated January 15, 1967, and recorded in Real Estate Trust Deed Book 94, Page 165 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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 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 in 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 March, 1975.

Clifford Lee Dye
Clifford Lee Dye
Betty S. Dye
Betty S. Dye

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 CLIFFORD LEE DYE and wife, BETTY S. DYE, 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 March, 1975.

My Commission Expires: *Apr 3, 1975*

Mark B. Hays
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 5 day of March 1975, and that the same has been recorded in Book 183 Page 573 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March 1975.

5:00 pd.

H. J. Ferguson

H. G. Ferguson
CHANCERY CLERK

577

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 E. W. Osborne
and wife, Martha G. Osborne

of the first part, hereinafter designated as the Grantor,
Melvin McClure, Jr.

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

Carole Louise Newsom Thackston, a/k/a Carole Louise Newsom

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 Five Hundred and no/100 DOLLARS
(\$ 3,500.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 5 1/2 per centum per annum after
2/20/75, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

One Promissory Note of Even date for \$3,500.00 payable in full on
February 20, 1976, bearing interest at the rate of 5 1/2 per cent
per annum after February 20, 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

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

Lot 1483, Section D, Southaven West Subdivision
in Section 22, Township 1 South, Range 8 West,
as per revised plat thereof recorded in Plat
Book 3, Pages 25 and 26 in the office of the
Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is secondary, junior and inferior to that certain Deed of Trust on the above described property executed by Hugh G. Elliott and wife, Carolyn Elliott to Allied Investment Company on May 7, 1966, and recored at Deed of Trust Book 89 at Page 327 and further being assigned to Federal National Mortgage Association on September 2, 1966, and recorded at Deed of Trust Book 91 at page 237 all 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 substitutes 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 Feb. 19 75

E. W. Osborne
E. W. Osborne

Martha G. Osborne
Martha G. Osborne

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 E. W. Osborne and Martha G. Osborne 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 February, 19 75
My Commission Expires: April 23, 1978
Kace B. Leftie
Notary Public

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 March, 1975, and that the same has been recorded in Book 183 Page 577 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March, 1975.

Fees: 4.00

H. S. Ferguson
H. S. 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 James H. Qualls and wife, Mary K. Qualls
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 11th day of June 19 74, made and executed by Emmett Harold Briscoe
and wife, Evelyn Tyler Briscoe of Southaven to James H. Qualls, et. ux.
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 321
of the Record of Trust Deeds, on the 11th 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.

James H. Qualls
James H. Qualls
Mary K. Qualls
Mary K. Qualls

STATE OF ~~MISSISSIPPI~~ ^{Tennessee} } ss.
Shelby ~~DeSoto~~ County.

Personally came and appeared before me, the undersigned authority J. J. Munday
in and for County and State aforesaid James H. Qualls + Mary K. Qualls 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 3 day of MARCH
J. J. Munday
CLERK



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 March 1975, and that the same has been
recorded in Book 183 Page 580 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Paid, Settled and Cancelled

This 9 day of March 1975
W J Ladd

Assignment of this instrument recorded in
Real Estate 712 Book
No. 191 Page 245
This the 29 day of Sept. 1975

581

Attest

H. P. Ferguson
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Paul B. Gordon

To { DEED OF TRUST

Mary Jean Jones

THIS INDENTURE, Made this 4th day of March 1975
between Paul B. Gordon, Party

of the first part,
and Mary Jean Jones, 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),

plus interest at the rate of 8% per annum, repayable in 48 equal monthly installments of
\$48.83 each, with the first installment being due on April 15, 1975, and each subsequent
and succeeding note being due on the 15th day of each month thereafter, with the final
note, if not sooner paid, being due on the 15th day of March, 1979.

and any further amount that the party of the second part may furnish the party of the first part
payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party
paid by Edwin C. Hardin 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,
said lot being situated in Section 6, Township 2, Range 8.

Lot 246, Section C, Twin Lakes Subdivia on, as per plat
thereof recorded in Plat Book 8, Page 41, in the office
of the Chancery Clerk of DeSoto County, Mississippi,
said lot being situated in Section 6, Township 2, Range 8.

This Deed of Trust is second and subordinate to that certain Deed of Trust recorded in
Book 146, 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 debt, he may then forthwith take pos-
session 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 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 provided, the party of the second part her
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

Paul B. Gordon

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named
Paul B. Gordon

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

Given under my hand and official seal, this 4th day of March 1975

(SEAL)

Bobbie M. Braswell
Notary Public

My Commission Expires Feb. 19, 1976

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 with 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 9 o'clock
32 minutes A. M. 6 day of March 1975, and that the same has been
recorded in Book 183 Page 581 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$2.50 pd.

H. P. Ferguson, CLERK

201 PAGE
THIS 8 DAY OF July 1976

H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Wayne L. Jenkins and wife
Mary F. Jenkins
To DEED OF TRUST
First National Bank
of Memphis

THIS INDENTURE, Made this 4th day of March 19 75
between Wayne L. Jenkins and wife Mary F. Jenkins, Parties
of the first part,
and First National Bank of Memphis, Party
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 Thousand Five Hundred Seventy Three
and 60/100 Dollars (\$6,573.60) which includes principal and interest, repayable in 36
equal monthly installments of \$182.60 each, with the first installment being due on
April 10, 1975, and each subsequent and succeeding note being due on the 10th day of each
month thereafter, with the final note, if not sooner paid, being due on the 10th day of March
1975,

and any further amount that the party of the second part may furnish the party of the first part
XX
XX
XX
XX
XX
XX
XX
XX

Lot 719, 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.
LESS AND EXCEPT: Beginning at the Southeast Corner of Lot
718, Carriage Hills Subdivision, in Section F, Township 1 South,
Range 8 West, run thence Northwardly along the east line of
said Lot 718, a distance of 121.33 feet, to the Northeast corner
of said Lot 718; thence turn a 169°-20'-33" right angle and run
a distance of 46.63 feet to a point; thence turn a 17°-20'-11"
right angle and run a distance of 76.00 feet to the Southeast corner
of said Lot 718, said point also being the point of beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust recorded in
Book 140, Page 71, 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 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 XXXXXXXXXXXXXXXXXXXX maturity 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 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 OUI signature S the date written above.
Witness
Wayne L. Jenkins
Mary F. Jenkins

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named
Wayne L. Jenkins and wife, Mary F. Jenkins

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 4th day of March 19 75
(SEAL) Bobbie M. Braswell Clerk
By Notary Public D. C.
My Commission Expires Feb. 19, 1976

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,
depose 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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
30 minutes A. M. 6 day of March 1975, and that the same has been
recorded in Book 183 Page 582 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$ 2.50
H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF HINDS

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the Government National Mortgage Association, that certain Deed of Trust executed by Milton R. Maples and wife, Carol Maples to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated January 15th, 19 75, securing a note in the sum of \$ 35,900.00, recorded in Book 182, Page 573, 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 5th day of March, 19 75.

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 5th day of March, 19 75.

My Commission Expires:
March 23, 1977

Nancy W. Skell
Notary Public

M-120

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 6 day of March 1975, and that the same has been recorded in Book 183 Page 583 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

584

Lot 2941, SEc. N - Southaven West S/D - Garrett

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

KNOW ALL MEN BY THESE PRESENTS: That Southaven Realty Company, Inc. of Southaven, Mississippi, the beneficiary, does hereby certify that a certain Trust Deed bearing the date of the 13th day of July, 1972, made and executed by Billy W. Garrett and wife, Patricia Garrett, 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. 145, Page 108, on the 14th day of July, 1972, 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 signatures this the 5th day of March, 1975.

ATTEST: SOUTHAVEN REALTY CO., INC.

Virginia L. Berryman By: Dorothy R. Martin
Virginia L. Berryman, Vice President Dorothy R. Martin, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dorothy R. Martin and Virginia L. Berryman, who acknowledged that as President and Vice President, respectively, for and on behalf of and by authority of Southaven Realty Co, Inc., they signed and delivered 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 5th day of March, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1974

Bekki M. Braswell
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. 6 day of March 1975, and that the same has been recorded in Book 183 Page 584 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

205 PAGE 771

THIS 16 DAY OF Nov. 1976

H. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 172

THIS 23 DAY OF Sept 1976

H. H. Ferguson
CHANCERY CLERK

585

DEED OF TRUST

THIS INDENTURE, made by and between HERMAN W. PHILLIPS, party of the first part; WILLIAM W. SIMMONS, III, party of the second part, as Trustee; and MEMPHIS BANK & TRUST COMPANY, a Tennessee banking corporation, 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 Section 25, Township 1, Range 9 West, in DeSoto County, Mississippi, more particularly described as follows:

Beginning at the northwest corner of Section 25, Township 1, Range 9 West; thence with the north line of said Section, north 85 degrees east 3096.6 feet to a point; thence south 81 degrees 23 minutes east 1153.6 feet to a point; thence south 28 degrees 30 minutes west 2810 feet to an iron pin; thence south 85 degrees west 4 feet to a concrete post, the southeast corner of Northwest 1/4; thence south 5 degrees 24 minutes east 330 feet to an iron pin; thence north 88 degrees 30 minutes west 2667.9 feet to a point in the west line of Section 25; thence with the west line of said Section 25 north 5 degrees 24 minutes west 2643 feet to the beginning, containing 218.44 acres of land.

Being the same property conveyed to Herman W. Phillips and wife, Lois J. Phillips, as tenants by the entirety with the right of survivorship, by Warranty Deed recorded in Book 52, Page 453, in the office of the Chancery Court Clerk, DeSoto County, Mississippi, the said Lois J. Phillips having died on November 28, 1971, in Avoyelles Parish, Louisiana.

This conveyance is made in trust, however, to secure the payment of Two Hundred Seventy Thousand Dollars (\$270,000.00), evidenced by one promissory note of even date herewith executed by party of the first part to the order of Memphis Bank & Trust Company, in the principal amount of \$270,000.00, bearing interest at the rate set forth therein, said principal being payable on demand, and said interest being payable in consecutive monthly installments on the first day of each month, commencing on the first day of April, 1975, and any further sums which the party of the third part, or any holder or holders of the note hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The property herein conveyed is encumbered by a lien of a deed of trust recorded in Trust Deed Book 60, Page 279, as amended by instrument recorded in Book 62, Page 72, both in the office of the Chancery Court Clerk of DeSoto County, Mississippi, 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 its 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 its 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,

STATE OF MISSISSIPPI

DESOTO COUNTY

PARTIAL RELEASE

FOR VALUE, the hereinafter described land is released from the operation from that Deed of Trust executed on October 20, 1966 by WYTHAL M. HARBER and his wife JEWELL S. HARBER and recorded in the land records of said County in Land Trust Deed Book 92, page 91. The lands released are in DeSoto County, Mississippi and described as follows, to-wit:

In Section 28, Township 2 S., Range 5 W., part of Lot No. 4 Allison Place Subdivision described as: Beginning at the southeast corner of Lot No. 4 at its intersection with the north line of Allison Road; thence north along the east line of Lot No. 4 for 348.5 feet to a point; thence west parallel with the north line of Lot No. 4 for 125 feet to a point; thence south 348.5 feet to a point in the north line of Allison Road; thence east 125.0 feet, more or less, to the beginning point. Said subdivision plat being recorded in the land records of said County in Book 4, page 30-33.

This is only a partial release and as to other land described in said instrument, the same remains in full force and effect. Witness our signatures this the 30th day of August, 1971.

Stanton Abernathy
Stanton Abernathy

Sidney L. Hurdle
Sidney L. Hurdle

North Mississippi Savings & Loan Assoc.

By Joe M. Hudspeth
Joe M. Hudspeth, Manager

STATE OF MISSISSIPPI
MARSHALL COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, Stanton Abernathy and Sidney L. Hurdle whose signatures appear to the foregoing instrument, who acknowledged that they signed and delivered said instrument on the day and year of its date for the purpose stated therein.

Witness my hand and seal of office, this the 30th day of August, 1971.



(S E A L)
My commission expires:
Notary Public, Marshall County, Miss.
My Commission Expires October 10, 1973

Mary W. Lundstrom
NOTARY PUBLIC

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STATE OF MISSISSIPPI
UNION COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, Joe M. Hudspeth, General Manager of North Mississippi Saving and Loan Association, who acknowledged that he did in his official capacity as an officer of said company, and for and on behalf of said company, execute and deliver the foregoing instrument on the day and year therein stated for the purposes stated therein.

Witness my hand and seal of office this the 3rd day of August, 1971.



Elmer Johnson
NOTARY PUBLIC

My commission expires: 7-17-74

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M., 6 day of March 1975, and that the same has been recorded in Book 183 Page 587 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of March 1975.

Fees \$3.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 207 Page 380
This the 18 day of Jan 1977
H. D. Ferguson Clerk No. 184
Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 584
This the 14 day of April 1975
H. D. Ferguson Clerk

YA Form 24-4821 (Home Loan)
Revised December 1965. Use Op-
tional Section 1816, Title 88,
U.S.C. Acceptable to Federal
National Mortgage Association.

DEED OF TRUST

D-34964-SR

THIS DEED OF TRUST, made and entered into this 26th day of FEBRUARY, 1975,
by and between

HERBERT L. JOHNSON AND WIFE, FRANCES A. JOHNSON

, 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 944, SECTION B, NORTH 1/4, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 34, 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 Normandy Drive 89.4 feet northwardly from the point of intersection of said east line and the north line of Birchfield Circle; thence northwardly 65.0 feet with the east line of Normandy Drive to a chisel mark in the southwest corner of lot 943; thence eastwardly 104.13 feet with the south line of lot 943 to a wooden stake in the west line of lot 942; thence southeastwardly 56.31 feet with the west line of lot 942 to a wooden stake in the north line of lot 971; thence southwardly 43.98 feet with the north line of lot 971 to a wooden stake in the northeast corner of lot 945; thence westwardly 104.13 feet with the north line of lot 945 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED NOVEMBER 6, 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 Federal Flood Insurance Act of 1968 or subsequent similar legislation; this 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 indebtedness 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 Holders 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 mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagee 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.

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
407 PAGE 265
THIS DAY OF July 19 87
H. D. Ferguson

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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 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 delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED EIGHTY TWO 84/100- Dollars (\$ 182.84---), commencing on the first day of APRIL, 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 MARCH, 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) amortization of 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 such payment, be deemed a 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) ha s hereunto set HIS hand(s) the day and year herein first written above.

Herbert L. Johnson
HERBERT L. JOHNSON

Frances A. Johnson
FRANCES A. JOHNSON

STATE OF MISSISSIPPI, TENNESSEE }
COUNTY OF SHELBY }

Personally appeared before me *Albert J. Lehman* the undersigned *Notary public* and for said County, the within named HERBERT L. JOHNSON and FRANCES A. JOHNSON, his wife, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 26th day of FEBRUARY, 1975.

My Commission Expires April 5, 1978

Albert J. Lehman
Notary Seal: Notary Public, Shelby County, Mississippi

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 March 1975, and that the same has been recorded in Book 183 Page 589 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of March 1975.

Fees \$ 5.00 pd.

SEAL: *H. P. Ferguson*, CLERK

Assignment of this Instrument Recorded in
Deed Estate TID Book
No. *184* Page *324*
This the *1* day of *April* 19 *75*
H.D. Ferguson Clerk

Assignment of this Instrument Recorded in
Deed Estate TID Book
No. *185* Page *205*
This the *24* day of *April* 19 *75*
H.D. Ferguson Clerk

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STATE OF MISSISSIPPI
FHA 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-35013-SR
THIS DEED OF TRUST, made and entered into this *3rd* day of *MARCH*, 19 *75*,
by and between

DALE JUNIOR COLSON AND WIFE, PATRICIA ANN COLSON
hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY, a corporation organized
and existing under the laws of *STATE OF TENNESSEE*, having its principal office
and post-office address at *4041 KNIGHT ARNOLD ROAD*, hereinafter called the
Beneficiary: *MEMPHIS, TENNESSEE 38118*

PREPARED BY
SIDNEY M. KATZ, FIDELITY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 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 1251, SECTION C, SOUTH, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 10, pages 3-8, 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 an iron pipe in the north line of Fair Meadow Drive 156 feet eastwardly from the point of intersection of said north line and the east line of Forest Gate Road; thence eastwardly 66 feet with the north line of Fair Meadow Drive to a chisel mark in the southwest corner of lot 1252; thence northwardly 110.0 feet with the west line of lot 1252 to an iron pipe in the south line of lot 1253; thence northwestwardly 72.5 feet with the south line of lot 1253 to an iron pipe in the northeast corner of lot 1250; thence southwardly 140.0 feet with the east line of lot 1250 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED NOVEMBER 27, 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
STATE OF TENNESSEE, the payment
of a certain promissory note of even date herewith in the principal sum of *TWENTY FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100* Dollars (\$*24,250.00*), 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 87/100* Dollars (\$ *173.87*), commencing on the first day of *APRIL*, 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 *MARCH, 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;

Assignment of this Instrument Recorded in
Deed Estate TID Book
No. *241* Page *389*
This the *19* day of *April* 19 *79*
H.D. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

296 PAGE *274*
THIS *26* DAY OF *April* 19 *83*

H.D. Ferguson
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 (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) ha S 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 Grantor to pay to the holders of the indebtedness in addition to and encumbrance 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 requires flood insurance and same is available under the Flood Insurance Act of 1968, or subsequent similar legislation, 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 indebtedness when due and payable. If the amount so held shall at any time be in excess of the amount of the annual premium, which rate and amount shall comply with the annual rate and amount of premium...

Dale Junior Colson
DALE JUNIOR COLSON
Patricia Ann Colson
PATRICIA ANN COLSON

STATE OF ~~MISSISSIPPI~~ TENNESSEE } 44:
COUNTY OF SHELBY

Personally appeared before me, the undersigned, in and for the said County, the within named DALE JUNIOR COLSON and PATRICIA ANN COLSON, 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 MARCH 1975

M. [Signature]
[Seal]

STATE OF MISSISSIPPI } 22:
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 3:45 o'clock P. M., on the 6 day of March, 1975, in Book 183 Page 593 records of REAL ESTATE TRUST DEEDS.

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 6 day of March 1975, and that the same has been recorded in Book 183 Page 593 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of March 1975.

Fees \$ 5.00 pd.
H. P. Ferguson, CLERK

596
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
MARTIN, Kenneth W. and wife, Patricia F.
on the 17th day of February, 19 75 and recorded in
Book 183, Page 323, 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 4th
day of March, 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 4th day of
March, 1975.

[Signature]
Notary Public
My Commission Expires: 4th COMMISSION EXPIRES DATE: 27, 1977
(SEAL)

This instrument was prepared by: [Signature]
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 7 day of March 1975, and that the same has been
recorded in Book 183 Page 596 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 7 day of March 1975.

Fee \$ 2.50

[Signature] CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by Rodney L. and Carol E. Sanders to Colonial Savings and Loan Association, and recorded in Book 135 at Page 66, and which deed of trust was assigned by Colonial Savings and Loan to First Federal Savings and Loan Association of Sharon, as shown by assignment recorded in Book 157, at Page 324, all of the record of Deeds or Deeds of Trust on file in your office.

This 11th day of May, 1973.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF SHARON

By [Signature]
Donald H. Mong, President
By [Signature]
William M. Jolley, Executive Vice President

STATE OF Pennsylvania
COUNTY OF Mercer

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Donald H. Mong and William M. Jolley, who acknowledge to me that they are President and Executive Vice President, respectively, of First Federal Savings and Loan Assn. of Sharon, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments 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 of office, this, the 11th day of May, 1973.

[Signature]
NOTARY PUBLIC



My Commission Expires:

JANE SCHUSTER, Notary Public
MERCER COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES FEB. 10, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 5 day of March 1975, and that the same has been recorded in Book 183 Page 597 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of March 1975.

Fee 2.50

[Signature]

598

250

426596

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of \$12234.88, evidenced by a note executed by the undersigned and bearing date of Desoto County, State of Mississippi, to-wit:

Lot No. 1157 section C South in Desoto Village Subdivision subdivision. Subdivision plat recorded in plat book No. 10 page No. 3 through 8

In the absence of the above information, use legal description of property.

the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes.

DATE: 2/28/75
Witness: Sam H. Milton Signed: Herchel C. Yergin
Witness: Sam H. Milton Signed: Dorothy C. Yergin

STATE OF Tennessee COUNTY OF Shelby

On this the 28 date of Feb, 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Herchel C. Yergin and Dorothy C. Yergin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed, signed and delivered the foregoing instrument on the day and year therein mentioned as their free act and deed and for the consideration and purpose therein mentioned and set forth.

Witness my hand and seal at office the day and year above written.



My commission expires NOV. 27, 1977

Sam H. Milton
(Notary Public)

This instrument prepared by S. Milton, First National Bank of Memphis.

F-305 (Rev. 11-13-70)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M., 7 day of March, 1975, and that the same has been recorded in Book 183 Page 698 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of March, 1975.

Fees \$ 2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 701
THIS 21 DAY OF Mar 1978
H. D. Ferguson
CHANCERY CLERK

H. S. Ferguson
CHANCERY CLERK

599

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 6TH day of March 1975 between HERNANDO LUMBER COMPANY, INC.

of the first part, and THE HERNANDO BANK, HERNANDO, MISS. 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 Thirty Five Thousand and No/100 - -

Dollars (\$35,000.00) evidenced by promissory note of even date and amount, to become due and payable in seven (7) monthly installments of \$5,000.00 beginning April 15, 1975, with one installment due on or before the 15 day of each succeeding month with interest from date at the rate of 9 1/2% per annum, payable with each installment

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 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 Joel P. Walker, Atty. 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 property described in the deed of the date of the 23rd day of January, 1965, as of record in Deed Book 61, Page 43 in the office of the Chancery Clerk of DeSoto County, Mississippi, with improvements thereon.

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

Lot 5 in the Town of Hernando, DeSoto County, Mississippi on Section 18, Township 3, Range 7 West as shown by the official map of the Town of Hernando, Mississippi on file in the office of the Chancery Clerk of DeSoto County, Mississippi and being the same land conveyed to the Hernando Lumber Company, Inc. by deed dated January 23, 1965 as of record in Deed Book 61, Page 43 in the office of the Chancery Clerk of DeSoto County, Mississippi, with improvements thereon.

This trust deed is second to that Trust Deed dated August 15, 1972 to The Hernando Bank and recorded in Book No. 146, Page 480, DeSoto County records of Real Estate Trust Deeds.

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 7th day of March 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 his stead.

Witness BY signature the date written above. HERNANDO LUMBER COMPANY, INC.

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Hernando Lumber Company, Inc.

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 6th day of March 1975 before me, Notary Public. My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY. of said County, this day personally appeared the above named

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 599 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of March 1975.

Fees \$2.50 pd. H. S. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 6 day of March, 1975 between Charles Walton and wife, Dovie Walton

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 principal amount of \$20,000.00, evidenced

by promissory note of even date and like amount to become due and payable on or before December 15, 1975, with interest from date at the rate of % per annum and with interest from maturity at the per annum

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 Fifty 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 William W. Ballard

Trustee, the part ies of the first part ha. 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 parcel of land...

THE LAND LYING AND BEING SITUATED IN SECTION EIGHTEEN (18), TOWNSHIP THREE (3), RANGE EIGHT (8) WEST, DESOTO COUNTY, MISSISSIPPI.

Beginning at the Southeast corner of the West one-half of Southeast Quarter Section 18, Township 3, Range 8 West; thence South 84 degrees 30 minutes West along South line of said Section 687.0 feet to point of beginning; thence South 84 degrees 30 minutes West 782.25 feet to an iron pin; thence North 84 degrees 30 minutes East 293.6 feet to an iron pin; thence South 5 degrees 30 minutes East 510.0 feet to an iron pin in the North line of Louise D. Kicker Tract; thence South 84 degrees 30 minutes West along North line of said Kicker Tract 43.6 feet to the Northwest corner of said tract; thence South 5 degrees 30 minutes East along West line of said Kicker tract 272.25 feet to the point of beginning and containing 5.0 acres, more or less. All bearings are magnetic.

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 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 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 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.

Witness Charles Walton Dovie Walton

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Charles Walton and wife, Dovie Walton

who being sworn 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 6 day of March, 1975. Elnor B. Korte Clerk Notary Public 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 10 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 600 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of March 1975. H. P. Ferguson

W. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Ella Mae Phillips, et al
Grantors
To { DEED OF TRUST
The Hernando Bank,
Beneficiary

THIS INDENTURE, Made this 6th day of March 19 75
between Ella Mae Phillips, a widow, and Roy Lee Phillips
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 One Thousand Seven Hundred Eighteen and 40/100 Dollars (\$1,718.40) evidenced by one promissory note of even date bearing interest as provided in the note, due and repayable in 24 equal monthly installments of \$71.60 each, the first installment due April 10, 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 life of this trust deed 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 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 products of every kind that are on the land and all the crops of every kind to be grown by the said part ies of the first part on the land that they, or any hands working with or under them, either as landlord or tenant or otherwise, during the year 1975 on the land that they may cultivate, as a lease to be cultivated, as landlord or tenant and all farming implements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:
Begin at a point 257.8 feet south of the northeast corner of the Northwest Quarter of Section 9, Township 2, Range 8 (Which point is the southeast corner of the Echols tract); thence south the half-section line 403 feet to Roy Phillips corner; thence west 330 feet to Roy Phillips northwest corner; thence north 348 feet to a point; thence east 130 feet to a point; thence north 55 feet to Echols' southwest corner; thence east 200 feet to the point of beginning, containing 2.5 acres, more or less.

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 or holder of said note.

AND one 1964 10' X 50' Polara Mobile Home Serial #1318 located thereon.

First Parties also understand and agree that they are to keep the mobile home insured against losses by fire or windstorm in an amount satisfactory with Second Party, 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 below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the due date hereof, 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 B the date written above. *Ella Mae Phillips*
Witness *Roy Lee Phillips*

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Ella Mae Phillips a widow, and Roy Lee Phillips

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 6th day of March 19 75 My Commission Expires Jan. 7, 1978 (SEAL) *Elvis M. Brubee* Clerk 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,

10 A. 7 183 601 March
7 March
2.50

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

By virtue of the authority vested in me in a certain Deed of Trust given by ARTHUR L. TURNER and wife, SCHERRY TURNER, to THE HERNANDO BANK, Hernando, Mississippi, bearing the date of the 2nd day of January, 1974, which said Deed is recorded in Real Estate Trust Deed Book 170, at Page 31 in the Chancery Clerk's Office of DeSoto County, I 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 March, 1975.

THE HERNANDO BANK

By: [Signature]
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 he signed and delivered the above and foregoing Appointment of Substituted Trustee on the day and date therein mentioned and for the purposes therein expressed, for and on behalf of THE HERNANDO BANK being first duly authorized and appointed by said Bank to so do.

Given under my hand and official seal of office, this the 7th day of March, 1975.



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. 7 day of March 1975, and that the same has been recorded in Book 183 Page 602.

2.50

7 March
[Signature]

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

De Soto COUNTY
Southaven, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by REEVES-WILLIAMS, INC., a Mississippi Corporation

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date March 15th, 1974, and duly recorded in Book 172 at Page(s) 521 of your records.

WITNESS the signature of the corporation, this the 28th day of February, A.D., 1975.



(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: William E. Gamble
William E. Gamble, Assistant Vice President

ATTEST:

B. J. Renfrow

B. J. Renfrow, Assistant 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 E. Gamble and B. J. Renfrow, known to me to be the Assistant Vice President, and Assistant 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 28th day of February, A.D., 1975.

Carrie D. Solle
NOTARY PUBLIC

My commission expires:

My Commission Expires Aug. 12, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 603 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of March 1975.

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H. P. Ferguson, CLERK

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Lot 978

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the _____ of DeSoto County, Mississippi, to-wit:

Lot 978, Section E, Greenbrook S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 24th day of February, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: [Signature]
B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 24th day of February, A. D., 1975.

[Signature]
NOTARY PUBLIC

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

L-DL-#
1951

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 604 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 7 day of March 1975.

Fee 2.50

[Signature]

Lot 979

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the State of Mississippi of DeSoto County, Mississippi, to-wit:

Lot 979, Section E, Greenbrook S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 24th day of February, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: [Signature] B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 24th day of February, A. D., 1975.

[Signature] NOTARY PUBLIC

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

L-DL-4

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 123 Page 605 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of March 1975.

Fees \$ 2.50

[Signature]

606

Lot 1140

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated November 13, 1973, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 170 at Page 489 thereof, the following described land and property lying and being situated in the _____ of DeSoto County, Mississippi, to-wit:

Lot 1140, Section F, Greenbrook S/D

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 24th day of February, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
B. J. Renfrow, Assistant 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, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 24th day of February, A. D., 1975.

[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Aug. 11, 1978
L-DL-4

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 606 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of March 1975.

250

[Signature]

ASSIGNMENT OF DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, E. R. RICHMOND AND COMPANY, of Memphis, Tennessee, for good and valuable consideration to it in hand paid by THE LAFAYETTE LIFE INSURANCE COMPANY, Lafayette Indiana, an Indiana corporation, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey and assign unto the said THE LAFAYETTE LIFE INSURANCE COMPANY, all its right, title and interest in and to a certain Deed of Trust executed to it by BIOMEDICAL LABORATORIES, INC., and recorded in Book 177, page 618 and recorded in Book 178, page 241 records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, together with the debt secured thereby, and all right, title and interest in and to the property therein described.

Without recourse against said E. R. RICHMOND AND COMPANY. The undersigned E. R. RICHMOND AND COMPANY warrants that there remains unpaid on the Note secured by said Deed of Trust and assigned by this instrument the principal sum of One Hundred Forty-Six Thousand & no/100 (\$146,000.00) Dollars, plus interest at the rate of nine and one-half (9 1/2%) per cent per annum from the 1st day of February, 1975; that it is the legal and equitable owner of said Note and Deed of Trust with full power to sell and assign the same; that it has executed no prior assignment or pledge thereof; that it has executed no release, discharge, satisfaction or cancellation of said Deed of Trust; that it has executed no release of any portion of the security described in said Deed of Trust; and that it has executed no instrument of any kind affecting the Deed of Trust or the Note or the liability of the maker or makers thereof.

IN WITNESS WHEREOF, said E. R. RICHMOND AND COMPANY has caused this instrument to be signed by its duly authorized officer, and attested by its Assistant Secretary, this 6th day of March, 1975.

E. R. RICHMOND AND COMPANY

ATTEST:

Mary H. Sullivan
Assistant Secretary

By E. R. Richmond
President

This Assignment of Deed of Trust is being rerecorded to show corrected book and page number on first recorded Deed of Trust.

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 E. R. Richmond and Mary H. Sullivan, known to me to be the President and Assistant Secretary respectively of E. R. RICHMOND AND COMPANY, 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 E. R. RICHMOND AND COMPANY after being duly authorized so to do.

Given under my hand and seal this 6th day of March, 1975:

Robert L. Parker
Notary Public



My Commission Expires:
MY COMMISSION EXPIRES FEB. 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 16 minutes A. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 607 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of March 1975.

2.50

H. P. Ferguson, CLERK

608

FOR REAL ESTATE, CHATTEL OR BOTH

PAUL SKELTON, ET UX,

To { DEED OF TRUST
THE HERNANDO BANK

THIS INDENTURE, Made this 7th day of March 1975
between PAUL SKELTON and wife, CATHERINE SKELTON,

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 XXXX principal sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), evidenced by a Promissory Note of even date and like amount herewith, due and payable on or before August 1, 1975, with interest from date at the rate of ten percent (10%) per annum.

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 TWENTY THOUSAND DOLLARS (\$20,000.)

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 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.

THE LANDS LYING AND BEING SITUATED IN SECTION TWENTY (20), TOWNSHIP THREE (3) RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

TRACT I: Two acres, described as beginning at a point 208.5 feet east of the Northwest corner of the east 20 acres of the Northeast Quarter of the Northeast Quarter of Section 20, Township 3, Range 7 West, which point is the Northeast corner of the Perryman tract; thence south 417 feet to a stake; thence east 208.5 feet to a stake; thence north 417 feet to a stake; thence west 208.5 feet to the point of beginning and being a part of the same land conveyed to John F. Hawks by W. T. Glenn, Sr., et ux, by Deed of date June 17, 1950, of record in Book 36, Page 535 of the land deed records of DeSoto County, Mississippi.

TRACT II: Beginning at the northeast corner of Section 20, Township 3, Range 7 West, running thence west 210 feet to the east line of the lot conveyed by William H. Brewer, et ux, to Paul Skelton, et ux, and found in Deed Book 59, Page 97 in the Land Records of DeSoto County, Mississippi; running thence South 420 feet to a stake which is the southeast corner of said Skelton lot; running thence east 210 feet to the section line; running thence north along the section line 420 feet to the point of beginning, and being further described as a parcel of land one acre east and west and two acres north and south, bounded on the north by the Hernando-Cockrum Road and on the east by Jaybird Lane in the northeast corner of the northeast quarter of said Section 20, and being part of the same lands purchased by V. L. McCullar from John F. Hawks, by Warranty Deed dated September 5, 1956, and of record in Book 43, Page 233 of the land deed records of DeSoto County, Mississippi.

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.

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 XXXXXXXXXXXXXXXXXXXX as above stated XXXX 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 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.
Paul Skelton
Catherine Skelton

STATE OF MISSISSIPPI, DESOTO COUNTY

the undersigned authority
PAUL SKELTON and wife, CATHERINE SKELTON,

do hereby acknowledge 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 7th day of March 1975.
My Commission Expires May 6, 1978 (SEAL) Elaine McSweeney Elder
NOTARY PUBLIC

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 4 o'clock 20 minutes P. M. 7 day of March 1975, and that the same has been recorded in Book 183 Page 608 records of REAL ESTATE TRUST DEEDS

Full, Unfiled and Cancelled
This 2 day of April 1975
By H.P. Ferguson, CLERK
H.P. Ferguson
870 W. McCann Dr.

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Alfred T Ellard
Assist. Vice President of the beneficiary, FIRST NATIONAL BANK OF MEMPHIS,
 does hereby certify that a certain trust deed bearing date the 8th day
 of November, 1974, made and executed by James L. Murphy of JAMES L. MURPHY,
 INC., a Mississippi corporation, to FIRST NATIONAL BANK OF MEMPHIS 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. 181, on Page 405, of the Record of Trust Deeds, on
 the 19th day of November, 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 28 day of Feb, 1975.

FIRST NATIONAL BANK OF MEMPHIS

By: Alfred T Ellard

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally came and appeared before me, the undersigned authority
 of law in and for county and state aforesaid, Alfred T Ellard
Assit. Vice President of FIRST NATIONAL BANK OF MEMPHIS, 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 28 day of February, A.D. 1975.

John H. Hamilton
NOTARY PUBLIC

My commission expires:

BY COMMISSION EXPIRES MAY 22, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 10 day of March 1975, and that the same has been
 recorded to Book 183 Page 609 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this 10 day of March 1975.

2.50

H. P. Ferguson, CLERK

610

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 10th day of February 19 68, made and executed by Winford Lee Peyton
and wife, Shelby R. Peyton 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. 99 on page 634
of the Record of Trust Deeds, on the 16th day of February, 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.

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 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 3rd day of March A. D. 19 75

A. Henry Public

My Comm. Expires Nov. 6, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. 10 day of March 1975, and that the same has been
entered to Book 183 Page 610 records of REAL ESTATE TRUST DEEDS

at 11 o'clock on the 10 day of March 1975.

2.50

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 12th day of July 191968, made and executed by Winford Lee Peyton
and wife Shelby B. Peyton 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. 103 on page 32
of the Record of Trust Deeds, on the 15th day of July, 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.

Leggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, A. M. P. Pullie
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 3rd day of March A. D. 1975



J. L. B. B. B.

My Comm. Expires Nov. 6, 1976

LAWRENCE-GARTHWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 10 day of March 1975, and that the same has been
recorded in Book 183 Page 611 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 10 day of March 1975.

2.50

H. P. Ferguson, CLERK

612

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 23rd day of Sept. 19 67, made and executed by Aubrey Franks and
wife, Mary Franks 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. 97 on page 118
of the Record of Trust Deeds, on the 25th day of September A. D. 19 67, 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 Peltie
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 5th day of March A. D. 19 75
James Belton
My Comm. Expires Nov. 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 10 day of March 1975, and that the same has been
recorded in Book 183 Page 612 records of REAL ESTATE TRUST DEEDS
of said County.

2.50
10 day of March 1975.
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 24th day of January 19 71, made and executed by Minnie Pearl King Woods
and husband, Coaby Woods and Robert Lee Woods 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. 125 on page 481
of the Record of Trust Deeds, on the 2nd day of March, 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. J. [Signature]
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 5th day of March A. D. 19 75.



[Signature]

My Comm. Expires Nov. 5, 1976

DAVIDSON-GREENWOOD 17444

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 10 day of March 1975, and that the same has been
recorded in Book 183 Page 613 records of REAL ESTATE TRUST DEEDS
of said County.

2.50

10 day of March 1975.

H. P. Ferguson, CLERK

614

RELEASE OF DEED OF TRUST

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI,

County of ~~Marshall~~ ^{DESOTO} DESOTO

To the Chancery Clerk of ~~Marshall~~ 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 John E. Ingram and Barbara W. Ingram for the benefit of The Peoples Bank, Collierville, Tennessee dated the 29th day of October, 1974, and recorded in Mortgage Record Book No. 181, Page 215 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 7th day of March, A. D., 1975.

THE PEOPLES BANK, COLLIERVILLE, TENNESSEE

By Mrs. Boyce Jones AVP

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, AVP of The Peoples Bank, Collierville, Tennessee who acknowledged that she signed, sealed and delivered the foregoing instrument as her voluntary act and deed on behalf of The Peoples Bank being authorized so to do.

Witness my hand and official seal this 7th day of March, 1975.

Fred H. Medling Notary Public.



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. P. 10 day of March 1975, and that the same has been recorded in Book 183 Page 614 records of REAL ESTATE TRUST DEEDS

at the Chancery Clerk's Office on the 10 day of March 1975.

2.50

H. P. Ferguson, CLERK

615

DEED OF TRUST

John E. Ingram and wife, Barbara W. Ingram TO The Peoples Bank, Collierville, Tn

In consideration of \$10.00 in hand paid we convey and warrant to Bruce Payne trustee, the following described property in DeSoto County, State of Mississippi, to-wit:

Being the ten acre tract in the Southwest corner of 119 acre tract conveyed by Mary C. Alexander and Robbie Sue Alexander to John E. Ingram and wife, Barbara W Ingram by warranty deed dated July 23, 1973 and recorded in records of Chancery Court Clerk's Office, DeSoto County, Mississippi in Record Book No. 106, Page 144, more particularly described as follows: North Half Section 4, Township 2, Range 5:

Beginning at a point, the southwest corner of said 119 acre tract, run thence North with Center Hill Road a distance of 600 feet to a point; thence at 90° angle East 726 feet to a point; thence at 90° angle South 600 feet to a point; thence West along the south line of said 119 acre tract a distance of 726 feet to the point of beginning.

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes in favor

The Peoples Bank of Collierville, Tennessee

dated even herewith and due as follows:

Table with 3 columns: Amount (\$), Description, and Due Date. Row 1: \$12,000.00, Twelve Thousand and NO/100 Dollars due March 7, 1975. Row 2: \$, Dollars due 19. Row 3: \$, Dollars due 19.

Bearing interest at the rate of per cent. per annum from together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank 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 any amount paid out or contracted to be paid by the said bank or 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 of 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 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 said bank (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 bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in 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, then 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 and said Trustee shall take possession of said property and sell the same, or a sufficient 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 day fixed by law for 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, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made 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 reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of a deed of trust dated the 29th day of October 1974 and recorded in Book 181 page 215 deed records DeSoto County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness our signature this the 7th day of March 1975

John E. Ingram Barbara W. Ingram

STATE OF MISSISSIPPI Tennessee } ss. County of Shelby

Personally appeared before me Fred H. Medling, a Notary Public in and for said County and State, the above named John E. Ingram and Barbara W. Ingram who acknowledged that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 7th day of March 1975

Fred H. Medling Notary Public

My commission expires January 5, 1976

Filed for record at M. on the day of 19, and duly recorded.

STATE OF MISSISSIPPI, DESOTO COUNTY Chancery Clerk

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. 10 day of March 1975, and that the same has been recorded in Book 183 615 records of REAL ESTATE TRUST DEEDS

10 day of March 1975.

8.50

H. B. Ferguson

616

CANCELLED BY AUTHORITY RECORDED IN BOOK
233 PAGE 334
THIS 6 DAY OF Nov 19 78
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: Leighton G. Weeden and wife, Frankie G. Weeden
Lender: Dial Finance Company of Mississippi
Trustee: Gerald W. Craig
Total of Payments: \$5,256.00 Finance Charge: \$1,358.67 Amount Financed: \$3,897.33 Number of Monthly
Instalments: 36 First Instalment Due Date: 3/25/ 19 75 Annual Percentage Rate (Agreed Rate of Charge): 20.58%

This Deed of Trust, made this 20th day of February 19 75, 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 788, Section F, Carriage Hills Subdivision in Section 24, Township 1 South, Range 8 West as per plat thereof of record recorded in Plat Book 6, Pages 3 and 4 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.

Leighton G. Weeden SIGN HERE
Frankie G. Weeden SIGN HERE

STATE OF MISSISSIPPI

COUNTY OF Mississippi

Personally appeared before me, the undersigned authority, the within named Leighton G. Weeden and wife, Frankie G. Weeden 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 20th day of February 19 75
My commission expires December 18, 1978 T. A. Clones NOTARY PUBLIC

This instrument was prepared by B. J. Simerson of Dial Finance Company of Mississippi 6125 Millbranch Rd. Southaven, Mississippi.

743 F74 MS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 10 day of March 1975, and that the same has been recorded in Book 183 Page 616 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of March 1975.

2.50

H. D. Ferguson CLERK

618

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 (formerly Bank of Olive Branch)
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of June 19 71, made and executed by Lawrence and Beth
M. Simmons of Memphis, Tennessee 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. 136 on page 325
of the Record of Trust Deeds, on the 20th 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.

By: C. W. Kelly President

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, C. W. Kelly 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 February A. D. 1975
My commission expires: Nov. 24, 1975
Linda Perry
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 10 day of March 1975, and that the same has been
recorded in Book 183 page 618 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office this 11 day of March 1975.
H. P. Ferguson
2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 548
THIS 4 DAY OF Nov. 1975
H. S. 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 GRADY B. NICHOLS
and wife, BRENDA MURLEY NICHOLS

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 THOUSAND AND NO/100----- DOLLARS
(\$ 30,000.00) evidenced by one 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 payable on or before the 5th day of July, 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:

Lot 20, Hoover Subdivision, in the Town of Olive Branch, Mississippi,
Section 28, Township 1, Range 6, as shown by plat of record in Plat
Book 2, Page 34, in the Office of the Chancery Clerk of DeSoto County,
Mississippi.

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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 6th day of March 1975.

Grady B. Nichols
GRADY B. NICHOLS

BRENDA MURLEY NICHOLS
Brenda Murley Nichols

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

GRADY B. NICHOLS AND WIFE, BRENDA MURLEY NICHOLS 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 6th day of March 1975.

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 no minutes A. 11 day of March 1975, and that the same was recorded in Book 183 Page 619

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between M. C. HERRINGTON

of the first part, hereinafter designated as the Grantor,

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

Annie Lou Shinault, Dickey Woods, Linnie Mae Wren, Elizabeth Lester, Mrs. W. T. Wilkins,
Lou W. Orr and Sylvia L. Young 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 FIVE HUNDRED AND NO/100----- DOLLARS
(\$ 14,500.00) evidenced by one promissory note of even date herewith in favor of
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:

Payable in 12 equal amortized annual installments of \$1,729.56 each beginning
the 4th day of March, 1976, with a like installment due on the same
day of each year 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

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

Lot 2 of Block 5 of the Town of Olive Branch, DeSoto
County, Mississippi, as shown by the Official Map of
the Town of Olive Branch on file 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 80-1-55 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.

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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, 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 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 March 1975.

M. C. Herrington
M. C. HERRINGTON

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

M. C. HERRINGTON

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 4th day of March 19 75.

My Commission Expires: 11/6/76

J. [Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
no minutes 4. 11 March 1975
183 622

11

March

5.00

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, ss.

KNOW ALL MEN BY THESE PRESENTS: That John A. Beaty and wife Mattie D. Beaty
of Blue Mountain, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 30 day of April 1966 made and executed by Charles and Betty
Dunlap of _____ to John A. Beaty
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. 89 on page 309
of the Record of Trust-Deeds, on the 6th day of May A. D. 1966, 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.

John A. Beaty
Blue Mountain Miss

STATE OF MISSISSIPPI, }
DeSoto County, ss.

Personally came and appeared before me, the undersigned authority, A Notary Public
in and for County and State aforesaid John A. Beaty 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 12 day of March A. D. 19 75

By Notary Public January 4, 1975

H. P. Ferguson
Chancery Clerk
B. D. Woolfall, D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 12 day of March 1975, and that the same has been
recorded in Book 183 Page 625 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of March 1975.

Fees \$2.50 and.

SEAL H. P. Ferguson CLERK

626

3.95 acres

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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 October 8, 1974, and given by Dan Tacker and wife, Donna Tacker to Edwin C. Hardin, Trustee for the benefit of First National Bank of Southaven, and which instrument is recorded in Book 180, Page 388, in your office, same having been fully paid and satisfied.

EXECUTED this 28th day of February, 1975.

FIRST NATIONAL BANK

By: Gerald R. Taylor
Gerald R. Taylor-Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery, President of the above corporation who acknowledged that he, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 28th day of February,



Bernie J. Ferguson
Notary Public

My Commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 18 day of March 1975, and that the same has been recorded in Book 183 Page 626 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of March 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

H. B. Ferguson CHANCERY CLERK

DEED OF TRUST

Tommy Payne and wife, Wynette Payne to CITIZENS BANK, Byhalia, Miss. In consideration of \$10.00 in hand paid we convey and warrant to D. ROOK MOORE III, Trustee, the following described property in Desoto County, State of Mississippi, to-wit:

In Section 28, Township 2S, Range 5W, part of Lot No. 4 Allison Place Subdivision described as: Beginning at the southeast corner of Lot No. 4 at its intersection with the north line of Allison Road; thence north along the east line of Lot No. 4 for 348.5 feet to a point; thence west parallel with the north line of Lot No. 4 for 125 feet to a point; thence south 348.5 feet to a point in the north line of Allison Road; thence east 125.0 feet, more or less, to the beginning point. Said subdivision plat being recorded in the land-records of said County in Book 4, page 30-33.

In trust for the following purposes:

- I. (A) To secure the payment of the following promissory note or notes in favor of CITIZENS BANK, Byhalia, Miss., dated even herewith and due as follows: Our note in the amount of \$5,516.64 due and payable to the Citizens Bank, Byhalia, Mississippi on March 10, 1978. This note to be paid in 36 monthly installments of \$153.24 and the first installment to begin April 10, 1975. Failure to pay any installment as and when due shall, at the option of the holder shall mature the entire indebtedness. Bearing interest at the rate of 6 per centum per annum from maturity together with attorney's fees as therein provided. (B) Also any other indebtedness hereinafter, now, or hereafter contracted with either the said bank 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 any amount paid out or contracted to be paid by the said bank or 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 of 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 lightning 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 said bank for 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 bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem in their best interest and at their election. IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantor, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then 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 and said Trustee shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner other than day fixed by law for 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, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made 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 reasonable Trustee's fee and the expenses of executing this trust. V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in the place of the one herein named; or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee. VI. This deed of trust is given and taken in renewal and extension of a deed of trust dated the day of and recorded in Land Deed of Trust Book page of the Chancery records of Marshall County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness our signature on this the 7th day of March, 1975. Tommy Payne Wynette Payne

STATE OF MISSISSIPPI, COUNTY OF MARSHALL

Personally appeared before me the undersigned authority in and for said County and State, the above named Tommy Payne and wife, Wynette Payne who acknowledged that They signed and delivered the foregoing Deed of Trust on the date named:

Given under my hand and seal of office this 7th day of March, 1975. Notary Public. My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock mo minutes A. M. 11 day of March 1975, and that the same has been recorded in Book 183 Page 627 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this 12 day of March 1975.

Fee 2.50 pd. H. B. Ferguson Partial Release of this Instrument Recorded in Real Estate T/D Book No. 222 Page 403 The 9 day of March 19 78 H. B. Ferguson Clerk

THIS 11 DAY OF May 19 78

H. J. Ferguson
CHANCERY CLERK

Form No. F-811

Deed of Trust

This Indenture Made this the 28th day of February 19 75, by and between Robert P. Scruggs and wife, Virginia C. Scruggs of the first part, J. R. Wilson and J. N. Muir of the second part, as Trustee, and Union Planters National Bank of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and their successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 922, Section C, 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 19, 20, and 22 in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 1206 So. Conerly Drive, Southaven, MS. Mail all tax notices to Robert P. Scruggs, 1206 So. Conerly Drive, Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Eight Thousand Four Hundred Eleven and 40/100 dollars

One promissory instalment note of even date herewith executed by Robert P. Scruggs and wife, Virginia C. Scruggs, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$8,411.40 in sixty monthly instalments being in the sum of \$140.19 each on the 15th day of each month, beginning 6/15, 19 75, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee 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; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

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 be read as if written "parties of the first part."

All erasures and interlineations were made before signing.
IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Robert P. Scruggs (SEAL)
Robert P. Scruggs (SEAL)
Virginia C. Scruggs (SEAL)
Virginia C. Scruggs (SEAL)

STATE OF Mississippi
COUNTY OF DeLiber } ss. Acknowledgment.

Personally appeared before me, the undersigned
in and for the State and County aforesaid, the within-named
who acknowledged that The signed and delivered the foregoing trust deed on the day and year therein mentioned.
Given under my hand and seal, this the 7th day of March

Mrs. Mary Jane Aldridge
Notary Public
MY COMMISSION EXPIRES FEBRUARY 1, 1978

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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. 12 day of March 1975, and that the same has been
recorded in Book 183 Page 629 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 12 day of March 1975.
Fees \$3.50 pd.
SEAL *H. P. Ferguson* CLERK

Conditional Subordination Agreement

of this instrument Recorded in
Real Estate TID Book
No. 220 Page 563
This 12 of Jan. 1978

Appointment of Successor Trustee of this
instrument Recorded in Real Estate TID
Book No. 220 Page 559
This 18 of Jan 1978

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This Indenture, made by and between Market Basket, Incorporated, a Tennessee Corporation and Joseph E. Cavataio, and wife Anita F. Cavataio, 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:

PARCEL I: A parcel of land on the southwest corner of State Line Road and New Swinnea Road and part of the Greenbrook Subdivision, Section B (Revised) commercial acreage in Section 19, Township 1 South, Range 7 West; and more particularly described as beginning at a point in the south line of State Line Road 240 feet west of the center line of Swinnea Road, produced; thence south at an interior angle of 90 degrees a distance of 200 feet to a point; thence east at an interior angle of 90 degrees a distance of 200 feet to a point in the west line of Swinnea Road; thence north at an interior angle of 90 degrees along the west line of Swinnea Road a distance of 160 feet to a point; thence northwardly and westwardly along the arc of a curve with a radius of 40 feet, a distance of 62.62 feet to a point in the south line of State Line Road; thence west along the south line of State Line Road a distance of 160 feet to the point of beginning.

***PARCEL II:**
See attached copy

This conveyance is made in trust, however, to secure the payment of \$ 150,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) payable to Commercial and 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 to do, the holder or holders of the above described notes may pay said taxes and assessments 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.

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 or 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 28th day of February, 1975

Joseph E. Cavataio
Joseph E. Cavataio
Anita F. Cavataio
Anita F. Cavataio

Market Basket, Incorporated
BY: Joseph E. Cavataio
President

CANCELLED BY AUTHORITY RECORDED IN BOOK
313 PAGE 299
THIS 4 DAY OF April 1984
N. G. Ferguson
CHANCERY CLERK

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* PARCEL II: Part of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi:

Beginning at a point in the south line of State Line Road as acquired by the Mississippi State Highway Commission as part of the Interstate Highway No. 55 said point being in the north-south one-half section line of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi; thence west along the said south line of State Line Road 175 feet to a point at the beginning of a curve with a radius of 25 feet; thence southwardly along the arc of said curve 39 feet, more or less, to a point at the end of said curve in the east line of Hamilton Road; thence south along the east line of Hamilton Road 97.65 feet to a point at the beginning of a curve to the left with a radius of 315 feet; thence continuing southwardly along the east line of Hamilton Road and along the arc of said curve 58 feet, more or less, to a point; thence east on a line parallel with and 180 feet south of, measured at right angles, the said south line of State Line Road 88 feet, more or less, to a point in the northwestwardly line of Texas Gas Transmission Company 150 foot wide easement; thence south 60 feet, more or less, to the north line of a lot owned by the Texas Gas Transmission Company in said easement; thence east along the north line of said lot 110 feet, more or less, to a point in the said north-south one-half section line of said Section 24; thence north along the said one-half section line 233 feet, more or less, to the point of beginning.

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 Joseph Cavataio and XXXXXXXXXXXXXXXX, with whom I am personally acquainted and who, upon their several oaths, acknowledged themselves to be, respectively, the XXXXX President, XXXXX Secretary of Market Basket, Inc. the within named bargainor, a corporation; and that they, as such XXXXX President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said JOSEPH CAVATAIO subscribing thereto the name of the corporation, by himself as such XXXXX President, and by the said XXXXXXXXXXXXXXXX affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this 28 day of February, 1975
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES MARCH 7, 1978
Bobby N. Morris
Notary Public

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 Joseph Cavataio and Bobby N. Morris, 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 28 day of February, 1975
Bobby N. Morris
Notary Public
MY COMMISSION EXPIRES MARCH 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 12 day of March 1975, and that the same has been recorded in Book 182 Page 631 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of March 1975.
Fees \$3.50 pd.
SEAL H. P. Ferguson, CLERK

3.5

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 28th day of June 19 67, made and executed by J. B. Bell 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. 95 on page 429 of the Record of Trust Deeds, on the 28th day of June A. D. 19 67, 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 March, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County, }

ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public 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 March, A. D. 19 75.
NOTARY PUBLIC
My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 12 day of March 1975, and that the same has been recorded in Book 183 Page 633 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of March 1975.

Fees \$2.50 pd.

FRAL. *[Signature]*, CLERK

634

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

o/p pt.

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 2nd day of March 19 72, made and executed by Hugh A. Sullivan and
wife, Earlene G. Sullivan 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. 139 on page 275
of the Record of Trust Deeds, on the 3rd day of March, 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 11th day of March, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 March, A. D. 19 75

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GARDNER CO. 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 12 day of March 1975, and that the same has been
recorded in Book 183 Page 634 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12 day of March 1975.

Fees \$ 2.50 pd.

[Signature]
H. P. Ferguson, CLERK

[Faint stamps and markings at bottom left]

636

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 HERBERT E. CHRISTY, JR. AND WIFE, SHERREE C. CHRISTY, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 20, 1^o 75, securing a note in the sum of \$ 20,850.00, recorded in Book 183, Page 405, 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 \$ 20,850.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of March, 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 6th day of March, 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 6th day of March, 19 75.

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 no minutes P. M. 11 day of March 1975, and that the same has been recorded in Book 183 Page 636 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of March 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 First National Bank of Memphis
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of February 19 74, made and executed by N. Edward French and
wife, Betsy F. French of DeSoto County, Mississippi to First National Bank of
Memphis
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. 171 on page 591
of the Record of Trust Deeds, on the 28th day of February, 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
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 MEMPHIS
[Signature]
Its Duly Authorized Officer

[Signature]
STATE OF MISSISSIPPI,
DeSoto County.

Personally came and appeared before me, the undersigned authority, notary public
in and for County and State aforesaid, *[Signature]* 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 11 day of March, A. D. 19 75

[Signature]
Notary Public

My Commission Expires September 17, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
20 minutes P. M. 12 day of March 1975, and that the same has been
recorded in Book 183 Page 637 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of March 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

Release of Deed of Trust

To The Chancery Clerk of ^{DeSoto} ~~Tate~~ 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 Charles E. Lancaster and wife Martha S. Lancaster

for the benefit of The Hernando Bank dated the 20th day of September

19 72 and recorded in Mortgage Record Book No. 118

Page 315 of the records in your office, and one executed by said grantors for the benefit of said Bank dated Feb. 27, 1973, and recorded in Book 155, Page 108 of said records.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand, this 13th day of March A. D. 19 75

The Hernando Bank
By [Signature]
Robert P. Cooke, Jr., Chairman



STATE OF MISSISSIPPI,
^{DESOTO}
Tate County.

Personally appeared before me the undersigned authority

in and for said County and State, the above
named Robert P. Cooke, Jr., Chairman who acknowledged that he signed,

sealed and delivered the foregoing instrument as his voluntary act and deed, and for and on behalf of said Bank pursuant to his lawful authority to do same.

Witness my hand and official seal this 13th day of March A. D. 19 75

[Signature]
Notary Public.

My Commission Expires:

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 13 day of March 1975, and that the same has been recorded in Book 183 Page 638 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of March 1975.

Fees 2.50 pd.

[Signature] CLERK

[Handwritten notes and stamps on the left margin]

DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of March, 1975, among the Grantor, CHARLES E. LANCASTER (a/k/a Charles Earnest Lancaster, Jr.) and wife, MARTHA S. LANCASTER, (a/k/a Martha Stewart Lancaster) (herein "Borrower"), Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Senatobia, 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 8, Section A, Jeffries Hill Subdivision in Section 4, Township 2 South, Range 8 West, as recorded in Plat Book 2, Page 52 of the Chancery Court 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 installment of principal and interest, whichever is greater.)

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 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 April 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 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

238 PAGE 410
 1975 21 DAY OF Feb 19 72

H. S. Ferguson
 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

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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.

Charles E. Lancaster
CHARLES E. LANCASTER - Borrower
Martha S. Lancaster
MARTHA S. LANCASTER - Borrower

Box 8, Nail Subdivision
Horn Lake, Mississippi 38637
Property Address

STATE OF MISSISSIPPI, ~~DESO~~ DESO TATE COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named CHARLES E. LANCASTER and wife, MARTHA S. LANCASTER, 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 13th day of March, A.D., 19 75.

My Commission expires: January 10, 1978
Jane E. Childs
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 15 minutes A. M. 13 day of March, 1975, and that the same has been recorded in Book No. _____ Page _____ records of _____ Trust Deeds of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 13 day of March, 1975, and that the same has been recorded in Book 183 Page 639 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of March, 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

215 Page 380

THIS 7 day of Sept 1977

CHANCERY CLERK

DEED OF TRUST

This Deed of Trust, this day made by the undersigned Marvin Swindoll

hereinafter referred to as the Grantors (whether one or more), to and in favor of

A. T. Tucker, Jr.

As Trustee, hereinafter referred to as the Trustee, for the benefit of The Mid-South Oil Company, a Mississippi corporation,

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of --Five Thousand Eight Hundred Eleven and 09/100--

Dollars (\$5,811.09), together with interest thereon from and after the 1st day of March, 1975, with interest as specified in / Promissory Note / principal and interest being due and payable as follows:

On or before March 1, 1980.

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 amount of ten per centum 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:

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 tract or parcel of land situated in the Southwest corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Two (2), Range Nine (9) West, more particularly described as commencing at the Southwest corner of

Section Eighteen (18), Township Two (2), Range Nine (9) West; thence East along the South section line of said Section Eighteen (18) a distance of 1,996.0 feet to the center of U. S. Highway No. 61; thence North 37° and 12" East along center of said highway a distance of 156.3 feet to station 224 plus 00.3; thence right angles to station 224 plus 00.3 a distance of 60 feet to a right-of-way marker on the West boundary of said Highway No. 61, which is the point of beginning of the tract or lot; thence North 37° and 12" East along the right-of-way of Highway No. 61 a distance of 210.0 feet to a stake; thence North 41° and 59" West a distance of 86.1 feet to an iron pin; thence South 48° and 01" West a distance of 411.5 feet to an iron pin; thence South 10° and 41" West a distance of 116.8 feet to a right-of-way marker on the West boundary of Highway No. 61; thence North 63° and 36" East along the boundary of said highway a distance of 306.4 feet to the point of beginning, containing 1.12 acres, more or less, and being the property described in and conveyed by deed from S. A. Withers to Mrs. Burchet P. Woolfolk dated April 1, 1938, recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi;

Together with all tenements, hereditaments and appurtenances thereunto belonging, or in anywise thereunto appertaining.

This Deed of Trust is also intended to secure any further amounts that may be advanced and not herein mentioned.

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.

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
William Sanford McAlister and wife, Christine B. McAlister
of the first part, hereinafter designated as the Grantor,
Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and
Memphis Kimberly Clark Employees of the third part, hereinafter designated as the Beneficiary.
Credit Union

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Twenty Thousand and No/100-----DOLLARS
(\$ 20,000.00) evidenced by promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 3/4 of 1% 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 240 installments of \$179.95 each, the first installment
to be paid on or before March 25, 1975 and the same amount each month thereafter
until paid in full with interest at the rate of 3/4 of 1% (three fourths of one
percent) per month on the unpaid balance.

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 9, Section "A", Summers Hill Subdivision as shown by plat recorded in
Plat Book 1, Page 50 in the office of the Chancery Clerk of DeSoto
County, located in the South Half of the North Half of Section 26, Township
1, Range 7.

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 388 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 of 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 7th day of March, 19 75.

William Sanford McAlistter
William Sanford McAlistter
Christine B. McAlistter
Christine B. McAlistter

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

William Sanford McAlistter and wife, who severally acknowledged that they
Christine B. McAlistter

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 7th day of March, 19 75.

My Commission Expires: 5-4-77 *[Signature]*
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 March 1975, and that the same has been recorded in Book 183 Page 647 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of March 1975.

Fee 5.00

H. P. Teran
H. P. Teran

650

FOR REAL ESTATE, CHATTEL OR BOTH

Lucy Nichols, a widow

To DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 3rd day of February 1975
between Lucy Nichols, widow of Sullivan Nichols, deceased

and The Hernando Bank of the first part,
of the second part,

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 Twenty and No/100 -Dollars

(\$1,020.00) evidenced by her one installment note of even date and for said amount and due in 24 equal monthly installments of \$42.50 each, with the first of said installments due on or before March 5, 1975, and one of said installments due on or before the 5th day of each succeeding month thereafter until said debt is paid in full, and which note bears 10% interest per annum from maturity,

and any further amount that the party of the second part may furnish, the party of the first part during the year 1975 may not be required to make

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 F. C. Holmes, Jr. Trustee, the part 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 lie on hand and all the crops of every kind to be grown by and family, or any hands working with or upon, 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 lands situated in DeSoto County Mississippi, and described as follows:

First Party's undivided one/fifth interest in and to 38 acres, more or less, situated in the Southwest Quarter of Section Thirty Three (33), Township Two (2), Range Nine (9) West, and more particularly described as follows:

The Southeast Quarter of the Southwest Quarter of said Section 33, Township 2, Range 9 West, BUT LESS AND EXCEPT THEREFROM 2 acres in the shape of a rectangle situated in the extreme Southeast corner of said 40 acre tract, and which said exception is more particularly described in deed from Sullivan Nichols and wife, Lucy nichols, to L. C. Pate and wife, dated March 17, 1962 and of record in Book 52, Page 353 of the Deed records of DeSoto County,

First Party understands and agrees that the failure to pay any one of the aforementioned installments of principal and interest when due shall operate at the option of the owner or holder of said note to mature the entire debt and the same may be declared at once due and payable.

First Party further warrants that she constitutes the widow of Sullivan Nichols, deceased, and he died intestate in the year 1963 leaving surviving him as his sole heirs at law First Party, his widow, and 4 adult children by his first wife.

This trust deed is in renewal and extension of a prior Trust Deed in favor of The Hernando Bank dated February 25, 1974, and recorded in Real Estate Trust Deeds of DeSoto County, Mississippi in Book No. 171, Page 494 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 forthwith 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 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 part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness BY signature the date written above.
Lucy Nichols
Lucy Nichols

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned Notary Public of said County, the within named Lucy Nichols, a widow,

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 3rd day of February 1975.
My Commission Expires: (SEAL) 1978
My Commission Expires Jan. 7, 1978
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,

I certify that the within instrument was filed for record at 11 o'clock recorded in Book 183 Page 650 records of REAL ESTATE TRUST DEEDS
15 minutes A. M. 13 day of March 1975, and that the same has been recorded in Book 183 Page 650 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 13 day of March 1975.

Paid, Satisfied and Cancelled
This 21 day of July 1975
H. P. Ferguson, CLERK
Attest
H. P. Ferguson
Cheavery Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK

297 Page 139
THIS 11 OF May 19 83
H. V. Ferguson
CHANCERY CLERK

Appointment of Successor Trustee of this instrument recorded in Real Est. T.O. Book 291 Page 426 This 4 of Jan 19 83 H. V. Ferguson Clerk

VA Form 24-4321 (Home Loan)
Revised December 1968. Use Optional Section 1819, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

This DEED OF TRUST, made and entered into this -----7th-----day of --March---, 1975, by and between -----

-----ANDREW R. MUNNS and wife, NORMA C. MUNNS-----

-----; 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:

5 acres more or less situated in the NE $\frac{1}{4}$ of Section 27, Township 2, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows: Beginning at the NW Corner of Otho Munns 160 acre tract as described in Deed Book 32 at Page 399, Chancery Clerk's Office, DeSoto County, Mississippi, said point also being the NW Corner of the NE $\frac{1}{4}$ of said Section 27, Township 2, Range 6, said point being in the road right of way; thence run East 200 feet to a point; thence run South 1070 feet to a point; thence run West 200 feet to a point; thence run North 1070 feet to the point of beginning and containing 5.0 acres and being the same property conveyed to Andrew Ray Munns as shown by deeds of record in Deed Book 99 at Page 273 and Deed Book 108 at Page 181, Land Deed Records, DeSoto County, Mississippi.

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 oil, gas or mineral leases now on said property, or which may hereafter be placed there on, and the lessee or assignee or transferee is hereby affected 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.

The mortgages payment and same, so long as this mortgage and the said note secured hereby are outstanding under the provisions of the Borrower's Readjustment Act of 1944, shall not constitute an lien for record any instrument which imposes a lien thereon upon the sale or conveyance of the mortgaged property on the basis of such conveyance upon any violation of the mortgagor's obligations under the terms of the mortgage, the receipt of the balance of the debt secured hereby hereunder.

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 Thirty-Three Thousand Three Hundred Fifty Dollars (\$ 33,350.00), 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 Fifty-Six & 46/100 Dollars (\$ 256.46), commencing on the first day of May, 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 April, 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. (X%) 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.

Andrew R. Munns
Andrew R. Munns

Norma C. Munns
Norma C. Munns

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me -----, the undersigned authority in and for said County, the within named -----Andrew R. Munns----- and -----Norma C. Munns-----, 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 -----7th----- day of -----March-----, 1975.



James E. Gresham

MISSISSIPPI Trust
Notary Public
State of Mississippi
My Commission Expires
day of
19

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 March 1975, and that the same has been recorded in Book 183 Page 651 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of March 1975.

Fees \$ 5.00 pd.

Seal *H. P. Ferguson* CLERK

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 436 Page 518
This the 10 day of May 1988
W.E. Davis clerk
SS-120

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 426 Page 251
This the 14 day of Jan 1988
W.E. Davis
By S. Taylor, D.C.

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Branch #90 No. Mos 180

25 FEBRUARY 1975

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

Whereas, WALTER ALLEN KUYKENDALL AND PAMELA SOE KUYKENDALL

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 TWO HUNDRED SIX THOUSAND NINE HUNDRED FORTY SIX Dollars (\$ 26,946) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 149.70 , the first of said installments being due and payable on the 5 day of JUNE , 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 DE SOTO

Lot 46 of Block 1 of DeSoto Vista Lake Subdivision, as shown on Plat appearing of record in Plat Book 5, Pages 40-43 in the Chancery 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 14, Twp. 4, Range 8 West, DeSoto County, Mississippi. Subject to those restrictive covenants of said subdivision as set out on said plat of said subdivision as recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, and further subject to those covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as the restrictions on said recorded plat of subdivision as shown by deed to Grantors as recorded in Book 75, Page 603, in the office of the Chancery Clerk, DeSoto County, Mississippi.

For source of title see book 116 page 395.

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 upon 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 mortgage 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

CANCELLED BY AUTHORITY. RECORDED IN BOOK

742 PAGE 345

THE 5th DAY OF Jan 1995

W. E. Davis
Chancery Clerk by: C. Stanley, D.C.

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 436 Page 518
This the 10 day of May 1988
W.E. Davis clerk
SS-120

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 641 Page 246
This the 8 day of June 1993
W.E. Davis clerk
SS-120

Shut Under Title Bond Show 12/24/94

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 25 day of February 19 75
Walter Allen Kuykendell
Pamela Sue Kuykendell
Jerry Franklin

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

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, Jerry Franklin, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Walter Allen Kuykendell and Pamela Sue Kuykendell

and _____ 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 Pamela Sue Kuykendell and Walter Allen Kuykendell husband and wife.

GIVEN under my hand and official seal, this the 25th day of February 19 75

John H. Fox III
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 20, 1978

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 March 1975, and that the same has been recorded in Book 183 Page 655 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of March 1975.

4.00

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 William W. Kerr, President
of Peoples Bank and Trust the beneficiary, does hereby certify that a certain trust deed
bearing date the 23rd day of October 19 73, made and executed by Andrew Ray Munns and wife,
Norma C. Munns of _____ to Peoples Bank and Trust
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. 449 on page 167
of the Record of Trust Deeds, on the 25th day of October, 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.

Peoples Bank and Trust
By: William W. Kerr President

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, William W. Kerr, President 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 12th day of March A. D. 19 75



Aurelia B. Jones
Notary Public

LAWRENCE-GREENWOOD 27244

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 March 1975, and that the same has been
recorded in Book 183 Page 657 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of March 1975.

Fees 2.50 pd

H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust
of Olive Branch, Miss. 38654 the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of March 19 74, made and executed by Lawrence Dan Williams
and wife, Barbara H Williams 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. 172 on page 471
of the Record of Trust Deeds, on the 20th 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.

Peoples Bank & Trust, Olive Branch, Miss.
Janice C. Payne Asst. Cashier

STATE OF MISSISSIPPI, }
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, Asst. 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 12th day of March, A. D. 19 75



Aurelia B. Jones
Notary Public

MY COMMISSION EXPIRES MAY 12, 1978

LAWRENCE-GREENWOOD 27244

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 March, 1975, and that the same has been
recorded in Book 183 Page 658 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 13 day of March, 1975.

Fees 2.50

H. P. Ferguson CLERK

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, on the 8th day of February, 1969, LACY R. SISK and wife, HELEN SISK, executed a Deed of Trust to Dudley B. Bridgforth, Jr., Trustee, to secure a promissory note payable to BANK OF OLIVE BRANCH (now Bank of Mississippi) which is of record in the Chancery Clerk's Office of DeSoto County, Mississippi, in Deed of Trust Book 107, Page 415, to which reference is hereby made.

NOW, THEREFORE, BANK OF MISSISSIPPI (formerly Bank of Olive Branch), pursuant and in compliance with the authority retained in the Deed of Trust, does hereby name and appoint JAMES W. AMOS as Successor Trustee under said Deed of Trust, and he is hereby vested with all the right, title, power and privileges of the original Trustee named in said Deed of Trust.

WITNESS its signature this, the 13th day of March, 1975.

BANK OF MISSISSIPPI
(Formerly Bank of Olive Branch)

By C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, C. W. KELLY, President of BANK OF MISSISSIPPI, who stated that he signed and delivered the foregoing Appointment of Successor Trustee on the act and deed of said Bank, after first being so authorized to do.

GIVEN under my hand and seal of office this the 13th day of March,

1975
C. PERCY O. SCOTT
Notary Public
My commission expires:
Mar. 24, 1975

C. Perry O. Scott
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. 14 day of March 1975, and that the same has been
recorded in Book 183 Page 659 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 17 day of March 1975.

Fees \$ 2.50 pd.
SEAL H. P. Ferguson, CLERK

660

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from DOUGLAS R. STARNES and wife,
CHARLOTTE E. STARNES to
WILLIAM W. SIMMONS, III, Trustee, for the use and benefit
of MEMPHIS BANK AND TRUST COMPANY, dated

April 30, 1974, and recorded in Book 175, page 235, 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 ~~heretofore~~ caused its corporate name signed hereto by and through its proper
officers duly authorized so to do), this the 6th day of March, 1975.

MEMPHIS BANK AND TRUST COMPANY
BY: William W. Simmons, III
Vice-President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

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 6th day of March, 1975.

My Commission Expires August 3, 1977
My commission expires:

Simon R. ...
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
no minutes A. M. 14 day of March 1975, and that the same has been
recorded in Book 183 Page 660 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$ 2.00 net.

H. P. Ferguson, CLERK