TRUST DEED

THIS INDENTURE, made this the 9th day of April, 1975, between William S. Raley and wife, Sondra H. Raley, 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 TEN THOUSAND NINE HUNDRED THIRTY-TWO and NO/100 DOLLARS ($10,932.00), and any further amount that the party of the second part may furnish the party of the first part 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 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, State of Mississippi:

Commencing at a point on the North R.O.W. of Haywood Drive, said point also being the Southeast corner of Lot 1 of the Thweatt Subdivision, Section 2, Township 2 South, Range 8 West, DeSoto County, Mississippi, same being recorded on page 39 of Plat Book 2 in the DeSoto County Chancery Clerk's office; run thence North 78° 11" East along the North R.O.W. of Haywood Drive a distance of 134.9 feet to the True Point of Beginning and the Southeast corner of the E. L. Logan property; thence run North 13° 10' West along the East line of the E. L. Logan property a distance of 209.00 feet to an iron pin; thence run North 75° 00" East a distance of 86.56 feet to a point on the West R.O.W. of Brookside Drive; thence run South 13° 10" East along the said R.O.W. of Brookside Drive a distance of 213.33 feet to a point on the North R.O.W. of Haywood Drive; thence run South 78° 11" West along the said North R.O.W. of Haywood Drive a distance of 105.10 feet to the True Point of Beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 133, Page 469, 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 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 oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 9th day of April, 1975.

William S. Raley

Sondra H. Raley

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named William S. Raley and Sondra H. Raley, who did 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 seal of office, this the 9th day of April, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1979

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. 15 day of April 1975, and that the same has been recorded in Book 185 Page 1 records of REAL ESTATE TRUST DEEDS

15

2,50

Paid, Satisfied and Cancelled
This 10 day of May 19 22
First National Bank
Loan Officer

Attest H. G. Ferguson
Chancery Clerk
E. Miller

2

CANCELLED BY AUTHORITY RECORDED IN BOOK 186 PAGE 356 THIS 16 DAY OF Dec. 1975 CHANCERY CLERK

ASSIGNMENT OF DEED OF TRUST

For value received the Deed of Trust from Carlton W. Brown and Anne A. Brown to Betty Jo Coleman , dated January 24, 1975,recorded in Book 183, Page 33, in the office of the Chancery Court Clerk of DeSoto County is assigned, transferred and delivered to The Hernando Bank and the Chancery Clerk is authorized to record this assignment and make a notation upon the margin of said deed of trust.

Witness my signature this the 14th day of April, 1975.

Betty Jo Coleman

Betty Jo Coleman

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 Betty Jo Coleman acknowledged that she signed and delivered the above and foregoing instrument on the day and date therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal this the 14th day of April, 1975.

My Commission Expires Jan. 7, 1978

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. 15 day of April 1975, and that the same has been recorded in Book 185 Page 2 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of April 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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Compliments of
NORTHWEST TITLE GUARANTY COMPANY
Box 8
5696 Highway 51 South
Southaven, Mississippi

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 December 28, 1962 executed by Jesse Sowell, Inc. to David G. Williams and Joseph S. Sims as Trustee(s) First National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 67, Page 287, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned David G. Williams and Joseph S. Sims, as Trustee(s), 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 Jesse Sowell, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lots 744, 750 & 752, 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, 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lot 946, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per first addition to the revised plat of said subdivision which is recorded in Plat Book 2, Page 27, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Jesse Sowell, Inc. and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

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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.

First National Bank of Memphis joins herefor the purpose of declaring that (he) (she) (it) is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing (his) (her) (its) consent and direction to the Trustees to execute this release.

Witness our signatures this the 27th day of May, 1963.

FIRST NATIONAL BANK OF MEMPHIS

By: _____
Vice President

Marshall Rowlett
Assistant Vice President

David G. Williams, Trustee
David G. Williams

Joseph S. Sims, Trustee
Joseph S. Sims

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 27th day of May, 1963, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David G. Williams and Joseph S. Sims signed and delivered, known to me to be the persons described in and who ~~executed~~ the foregoing instrument, and acknowledged that they ~~executed~~ the same as their free act and deed.
signed and delivered

Witness my hand and Notarial Seal at office the day and year above written.

Katherine Williams
Notary Public

My commission expires:

NOTARY PUBLIC
My Commission Expires April 12, 1965

(see over)

STATE OF
COUNTY OF

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert L. Rogers & Marshall Parker who acknowledged that as Vice President & Asst Vice President respectively, for and on behalf of and by authority of The First National Bank of Memphis 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 27th day of May, 1963

Katherine Wilkinson
Notary Public

NOTARY PUBLIC

My commission expires:
My Commission Expires April 12, 1965

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock and 30 minutes A. M. 15 day of April 1975 and that the same has been recorded in Book 185 Page 3 records of Real Estate Trust Deeds of said County.
Witness my hand and seal this the 15 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
30 minutes A. M. 15 day of April 1975, and that the same has been
recorded in Book 185 Page 3 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 15 day of April 1975.

Assignment of this instrument Recorded in
Real Estate T/D Book
No. 192 Page 498
This the 3 day of Nov. 1975
H. L. Ferguson

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Deed of Trust

To

A. V. SHANNON

THIS DEED OF TRUST, Made and entered into this the 4th day of June 19 73,
by and between JAMES B. HILL and wife, HELEN M. HILL, Party

of the first part, hereinafter designated as the GRANTORS; Arthur E. Huggins
Trustee, of the second part, hereinafter designated as TRUSTEE; and A. V. Shannon, Party
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
FOURTEEN THOUSAND and NO/100 DOLLARS ---------- DOLLARS
($ 14,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Promissory Note from James B. Hill and wife, Helen M. Hill, payable to A. V. Shannon, or order, in the principal sum of Fourteen Thousand and No/100 Dollars ($14,000.00), bearing interest from date at the rate of Seven percent (7%) per annum, payable in five (5) annual equal installments of Two Thousand Eight Hundred and No/100 Dollars ($2,800.00) each, plus accrued interest on balance remaining from time to time unpaid, with principal and interest payable annually with the first annual installment of principal and interest being due and payable on June 1, 1974, and each succeeding annual installment of principal and accrued interest being due on the same day of the same month of each succeeding year thereafter until all principal and interest shall have been fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of June, 1978.

said note bearing interest from date at the rate of Seven per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in ~~the City of Town of~~ Sec. 13, Twsp. 1 S., Range 8 W. ~~District~~ DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Commencing at the Northeast Corner of Lot 47, Section A, 4th Addition, Whitehaven View Subdivision, run thence East along the South R.O.W. of Town and Country Drive a distance of 180.00 feet to the True Point of Beginning; thence run S 0°-10' W a distance of 247.60 feet to a point; thence run S 89°-16' E a distance of 70.00 feet to a point; thence run N 0°-09'-48" E a distance of 248.40 feet to a point in the South R.O.W. of said Town and Country Drive; thence run West along the said South R.O.W. of Town and Country Drive a distance of 69.65 feet to the True Point of Beginning.

Also known as Lot 1K, Southview Commercial Park as shown in Plat Book 9, Page 50, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is hereby made and being in Section 13, Township 1, Range 8 West.

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 preciums, 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 mentiond 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 trustees 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 an 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 indebtdeness 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.

James B. Hill

Helen M. Hill

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

THOMAS R. [illegible] and Helen M. [illegible]

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 June, 19 78.

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

James B. Hill and Helen M. Hill and

who severally acknowledged that they are respectively of

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, [illegible]

GIVEN under my hand and official seal, this the 4th day of June, 19 78.

Billie M. Bracewell

Notary Public

My Commission expires Feb. 19, 1976

Compliments of
NORTHWEST TITLE GUARANTY CO.
P. O. Box No. 8 Phone 393-2476
Southaven, Miss. 38671

LAND
Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
DeSoto County.

I certify that this Deed of Trust was filed for record in my office at 8:40 o'clock A M., on the 15 day of April 19 75
and was duly recorded the day of
19 , on page
Book No. in my office.
Witness my hand and seal of office this
day of 19

Chancery Clerk, D. C.

TITLE INSURANCE is the only guaranteed protection against real estate losses.

Good A.M.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
40 minutes A. M. 15 day of April 1975, and that the same has been
recorded in Book 185 Page 5 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 15 day of April 1975.

Fees $ 5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
207 PAGE 696
THIS 19 DAY OF Jan. 19 77
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Jimmy Beshea and wife,
Jeanette Beshea
To { DEED OF TRUST
First National Bank,
Southaven, Miss.

THIS INDENTURE, Made this 9th day of April 19 75
between Jimmy Beshea and wife, Jeanette Beshea, Party
of the first part,
and First National Bank, Southaven, Miss., 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 Seven Thousand Six Hundred Twenty-Nine and 84/100 Dollars ($7,629.84), which includes interest, repayable in 36 monthly installments of $211.94, with the 1st installment being due on May 18, 1975, and an installment being due on the 18th day of each month thereafter until the loan in paid in full;

and any further amount that the party of the second part may furnish the party of the first part [illegible] 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 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, [illegible]

Lot 1642, Section F, 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 96, Page 249, 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 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 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 S the date written above.

Witness

Jimmy Beshea
Jeanette Beshea
Jeanette Beshea

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Jimmy Beshea and wife, Jeanette Beshea

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

Given under my hand and official seal, this 9th day of April 19 75.

(SEAL)

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, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
30 minutes A. M. 15 day of April 1975, and that the same has been
recorded in Book 185 Page 9 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 15 day of April 1975.

2.50

H. P. Ferguson, CLERK

10

FOR REAL ESTATE, CHATTEL OR BOTH

Bobby J. Pace, et ux

To { DEED OF TRUST

Joe M. Ward, et ux

THIS INDENTURE, Made this 14th day of April 19 75
between Bobby J. Pace and wife, Daisy R. Pace
of the first part,
and Joe M. Ward and wife, Cheryl L. Ward 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 Thirteen Thousand One Hundred Fifty Dollars and 21/100 ($13,150.21) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 122 equal monthly amortized installments of $150.21 each, first of said installments shall be due May 15, 1975 and 1 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

~~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 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 aforesaid~~

Part of the southeast quarter of Section 34, Township 2, Range8 West described as beginning at a point 462.0 feet east of the southwest corner of the southeast quarter of Section 34, Township 2, Range 8 West as measured along the south line of said quarter Section; thence north 5 degrees 43 minutes west 1,124.38 feet to a point in the south line of Odom Road; thence north 47 degrees 15 minutes east along said Odom Road south right of way 319.44 feet to a point in said right of way; thence north 68 degrees east 127.6 feet to a point; thence south 5 degrees 30 minutes east 1,352.1 feet to a point; thence south 84 degrees 30 minutes west 379.74 feet to the point of beginning and containing 11.0 acres, more or less, less and except an old house located on the west line of the above described property which belong to the adjacent property owners and will remain in their possession as long as the house is standing and in useable condition.

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 indebtedness shall have the right to pay all or any part of said indebtedness before maturity without penalty

This deed of trust is second and subordinate to a deed of trust to North Mississippi Savings and Loan recorded in Trust Deed Book 136, page 47 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, exchanged 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 19 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 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 the date written above.

Witness:

Bobby J. Pace
Daisy R. Pace

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Bobby J. Pace and wife, Daisy R. Pace 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 14th day of April 19 75

My Commission Expires: (SEAL)

Rebecca Lilly Clerk
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, ~~made oath that he saw the above named~~

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
recorded in Book 30 P. 14 records of REAL ESTATE TRUST DEEDS
of said County.

30 P. 14
185 10 April

15 April 1975.

2.50

H. P. Ferguson

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DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of April, 1975, among the Grantor, LARRY A. ROPER and wife, VICKY S. ROPER (herein "Borrower"), DAVID G. WILLIAMS and WILLIAM F. HERBERS (herein "Trustee"), and the Beneficiary, FIRST NATIONAL BANK OF MEMPHIS, a corporation organized and existing under the laws of State of Tennessee, whose address is (herein "Lender").

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

Lot 16, 17 and 18 in Section "A", PRYNE SUBDIVISION, as recorded in Plat Book 5, Page 31 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

BEGINNING at the point of intersection of the south line of Barrett Street with the west line of Alene Road, said point being the Northeast corner of Lot 18; thence South, along the West line of Alene Road, a distance of 229.2 feet; thence West, along the South line of Lots 18, 17 and 16 a distance of 550.-0 feet to the Southeast Corner of Lot 15; thence North along the line between Lots 15 and 16, a distance of 227.9 feet; thence East along the South line of Barrett Street, a distance of 550.0 feet to the point of beginning.

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 $55,000.00 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, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to 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.

Larry A. Roper —Borrower

Vicky S. Roper —Borrower

Star Route # 1, Barrett Road

Southaven, Mississippi
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 LARRY A. ROPER and wife, VICKY S. ROPER 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 11th day of April A.D. 19 75.

My Commission expires: June 25, 1975

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

Agency responsible for payment of taxes:
First National Bank of Memphis
Box 84
Memphis, Tennessee 38101

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and no minutes A. M. 15 day of April 1975, and that the same has been recorded in Book 185 Page 11 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of April 1975.
Fees $ 8.50 pd.
H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 519
THIS 12 DAY OF Jan 1977
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of March, 1975, among the Grantor, Julian E. Tetterton and wife, Jacqueline G. Tetterton
Tom B. Scott, Jr. (herein "Borrower"), and the Beneficiary, Unifirst Federal Savings & Loan Association of Jackson (herein "Trustee"), organized and existing under the laws of the United States of America, a corporation whose address is P. O. Box 1818, Jackson, Mississippi 39205 (herein "Lender").

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

Lot 20, Section A, Pleasant Hill Estates East Subdivision, in Section 7, Township 2, Range 6 West, as per plat thereof recorded in plat book 113, page 302, in the office of the Chancery Clerk, DeSoto County, Mississippi.

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-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 April 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Julian E. Tetterton —Borrower

Jacqueline G. Tetterton —Borrower

1511 Rolling Hills Dr.,
Olive Branch, Mississippi 38654
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 Julian E. Tetterton and wife Jacqueline G. Tetterton who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 24th day of March, A.D., 1975

My Commission expires:
9-25-78

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock and no minutes A. M. 15 day of April 1975, and that the same has been recorded in Book 185 Page 15 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of April 1975.
Fees 5.00
H. P. Ferguson, CLERK

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and minutes A. M. 15

CANCELLED BY AUTHORITY RECORDED IN BOOK 233 PAGE 354
THIS 20 DAY OF Nov 19 78
HEIR Ruby Row
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of APRIL, 19 75, among the Grantor, HOWARD L. BROWN and wife, PATTY SUE W. BROWN (a/k/a Patty W. Brown),

Joe M. Hudspeth (herein "Borrower"),

and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, 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:

Part of the Southwest Quarter of Section 30, Township 2 South, Range 7 West, described more particularly as follows:

COMMENCING at the intersection of the South right-of-way of Nesbit-Pleasant Hill Road and the East line of the Southwest Quarter of said section; thence West a distance of 1207.3 feet along said road right-of-way to the point of beginning; thence South 84 degrees 30 minutes West continuing along said road right-of-way a distance of 130.0 feet to a point; thence South 4 degrees 04 minutes East a distance of 167.6 feet to a point; thence North 84 degrees 30 minutes East a distance of 130.0 feet to a point; thence North 4 degrees 04 minutes West a distance of 167.6 feet to the point of beginning and containing 0.5 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 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 Seven Thousand Five 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 May 1, 1985; 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 233 PAGE 590
THIS 14 DAY OF Nov 19 78
H. S. Ferguson
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Howard L. Brown
HOWARD L. BROWN —Borrower

Patty Sue W. Brown
PATTY SUE W. BROWN —Borrower

Rt. 1, Box 35
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 HOWARD L. BROWN and wife, PATTY SUE W. BROWN, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 15th day of APRIL, A.D., 19 75.

Rebecca Kelly
Notary Public

My Commission expires:
5-1-78

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify t at the within instrument was
filed for record at 11 o'clock and
50 minutes A. M. 15 day of April 1975, and that the same has been
recorded in Book 185 Page 19 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 15 day of April 1975.
Fees $ 5.00

H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 225 PAGE 300
THIS 17 DAY OF May 1978
H. D. Ferguson
CHANCERY CLERK

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

8094

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

BARBARA ANN CHAMBERLIN, a single woman,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, 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

THREE THOUSAND FIFTY-EIGHT AND 20/100---------- DOLLARS

($ 3,058.20) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten(10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in thirty-six (36) monthly installments of principal and interest in the amount of EIGHTY-FOUR AND 95/100 DOLLARS ($84.95) each, with the first of said monthly installments being due and payable on or before the 1st day of June, 1975, and one of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

This Deed of Trust is subordinate to that instrument of record in Real Estate Trust Deed Book 140, Page 247 of the land records of DeSoto County, Mississippi.

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, in Section Thirteen (13), Township Three (3), Range Eight (8), Town of Hernando,
State of Mississippi, and more particularly described as follows, to-wit:

Lying and being situated in Section 13, Township 3, Range 8, Town of Hernando, DeSoto County, Mississippi:

Lot 30 in Oaklawn Subdivision as shown by the recorded Plat thereof in Plat Book 1, Page 30 in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which recorded Plat reference is hereby made for a more particular description.

Copyright Mississippi Bankers Association

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 convenant 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 piedged 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 1st day of April, 1975.

Barbara Ann Chamberlin

BARBARA ANN CHAMBERLIN

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

BARBARA ANN CHAMBERLIN who ~~personally~~ acknowledged that she signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of April, 1975.

My Commission Expires: My Commission Expires Jan. 7, 1978

Helen B. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M. this 15 day of April 1975, and that the same has been
recorded in Book 185 records of REAL ESTATE TRUST DEEDS
of said County.

5.00

15 April 1975.

L. P. Ferguson
CLERK

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Lot 37, Section B, Pleasant Hill Estates East S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 181 at Pages 361 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 11th day of April, 19 75.

WORTMAN & MANN, INC.
Mortgage Loan Division

BY: Don Barkley
Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal, this the 11th day of April, 1975.

Sarah B. Hubbard
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 no minutes A. M. 15 day of April 1975, and that the same has been recorded in Book 185 Page 24 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of April 1975.

Fees $ 2.50 pd

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 549 PAGE 788
THIS 2nd DAY OF August 19 91
W. E. Davis
Chancery Clerk
by: D. Starkey, DC

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CONVENTIONAL LOAN
REV. 10-71

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of April , 19 75 , among the Trustor, VIRGIL V. DISNEY AND WIFE, JOSIE F. DISNEY (herein "Borrower"), Frances P. Nothern, (herein "Trustee"), and the Beneficiary, Leader Federal Savings and Loan Association of Memphis, a corporation organized and existing under the laws of the United States of America, (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, to-wit:
Lot 13, Section A, Revised Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 53 and 54, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is here made for a more particular description thereof.

TOGETHER, with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, and all fixtures now or hereafter attached to or used in connection with 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 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 a certain amortized promissory note of even date herewith (herein "Note") in the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 15th day of April , 19 95 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, as well as all renewals and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances as hereinafter provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

COVENANTS. Borrower further covenants and agrees as follows:

1. **Prepayment**. Borrower will pay the indebtedness as provided. Extra payments may be made at any time and interest if any will be charged only on the unpaid balance, except that at the option of the Lender six months advance interest may be charged on that part of the aggregate amount of all prepayments in any one year which exceed twenty per cent of the original principal indebtedness.

2. **Funds for Taxes and Insurance**. 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, if any, plus one-twelfth of yearly premium installments for hazard insurance required under paragraph 5 hereof, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with monies held by Lender.

If the amount of the Funds held by Lender shall not be sufficient at any time to pay taxes, assessments and insurance premiums and ground rents as they fall due, Lender may treat the deficiency in accordance with paragraph 15, item ii or iii. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly credit to Borrower any Funds held by Lender.

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

4. **Charges, Liens and Service Charges**. 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, in accordance with paragraph 2 hereof, or if Lender so directs, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust.

At the option of the Lender, the Borrower agrees to pay a service charge not exceeding six (6) cents for each dollar or fraction thereof of any installment payment including the required tax and insurance accruals, when paid more than fifteen (15) days from the due date thereof, which service charge is to cover the extra expense involved in handling late payments.

5. **Hazard Insurance**. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Lender shall designate and in such amounts and for such periods as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof, or, if Lender so directs, by Borrower making payment, when due, directly to the insurance carriers. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a 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 paid-premium receipts. 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. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application 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 12 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 resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property and Leaseholds**. 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, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. If Borrower fails to keep the property in good repair as required by Lender, Lender who shall have the right of reasonable inspection, may advance funds to make such repairs as it may reasonably deem necessary for the proper preservation thereof with the right in such instances to enter upon the property itself or by and through its agent or representative and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

In the event the improvements of said premises shall be abandoned or unoccupied for a period of fifteen (15) days or more, the Lender shall have the right to enter the improvements for the purpose of protecting same and may do such things to this end as is reasonable and such expense in connection herewith may be treated in accordance with paragraph 15, items ii or iii.

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 affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and 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 Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

8. **Condemnation**. All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the Property or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application 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.

9. **Future Advances**. The Lender may hereafter, at its option, at any time before full payment of this mortgage make Further Advances to the Borrower or their successors in title, and the same with interest as may be agreed upon shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if the Lender at its option shall make such Further Advance or Advances as aforesaid, the Borrower or their successors agree to execute and deliver to the Lender a note in evidence of each such Advance and bearing such terms as the Lender shall require. The Borrower covenants and agrees to repay same as aforesaid with interest thereon and the Borrower does further covenant and agree that each note evidencing the same shall be secured by this mortgage and shall be subject to all of the covenants and conditions contained herein. Advances to such successors shall not release Borrower or successors from liability.

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. **Forebearance by Lender Not a Waiver**. Any delay, forebearance, discontinuance or cancellation 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. All remedies of Lender 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 or independently.

12. **Power of Foreclosure**. In the event of Borrower's failure to discharge fully and promptly each and every obligation of the Note or Notes secured and of this Deed of Trust in the manner and upon the terms set forth herein, anything in said Note or in this instrument heretofore or hereafter to the contrary notwithstanding, the entire indebtedness and all obligations secured shall at the option of the Lender become immediately due and collectible without notice and the whole of said indebtedness shall bear interest immediately thereafter at the maximum legal statutory contract rate until paid and the Trustee is hereby authorized to advertise the property above described once each week for three (3) consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice and of the terms of sale in a newspaper published in the County, in which said property is situated, and to sell the said property in whole or in part at its option and the sale of a part shall not release the remainder as security for the remaining debt unpaid, all within the legal hours of sale at the door of the Court House at the County seat of said County at public outcry to the highest and best bidder for cash and in bar of all equity of redemption, homestead, dower, courtesy, and all other rights and exemptions of every kind, all of which are hereby expressly waived. The Lender of the indebtedness hereby secured may bid at any sale under this Deed of Trust or order of Court resulting hereunder.

All parties in interest hereby expressly waive oath, inventory and bond for execution of this trust on the part of the Trustee or any successor Trustee.

In case of sale hereunder, the Trustee shall execute to the purchaser all necessary title papers and place the purchaser in quiet and peaceful possession of the property. From the date of such sale, any party occupying the premises shall become the tenant at will of the purchaser at the sale and obligated to pay a reasonable rent therefor.

In the event of default, foreclosure, and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows: First, to pay the expenses of executing this trust, including all attorneys' fees, Court costs, all amounts advanced or expenses incurred by the Lender for the account of the Borrower and compensation to the Trustee and all interest due; second, to pay the debt secured by this instrument; third, to pay the balance, if any, to the Borrower upon delivery and

surrender to the purchaser of possession of the property, less the expense of obtaining possession and reasonable rents accrued.

13. **Subsequent Transfers of Title.** If Borrower or any of Borrower's successors in title should convey the subject property or any interest therein to any other party without first obtaining written consent of the Lender, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or sale in accordance with the orders of any Court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the Lender would otherwise be entitled were the Borrower desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Lender.

14. **Notice.** Any notice from Lender to Borrower under this Deed of Trust shall be deemed to have been given by Lender and received by Borrower when mailed by certified mail by Lender to Borrower at the Property Address stated below or at such other address as Borrower may designate to Lender by certified mail received by Lender at Lender's address stated above, or at such other address designated by Lender to Borrower.

15. **Optional Advancements in Event of Default.** In every instance herein where Borrower or his successor shall fail to pay any amount when due, the same shall constitute default hereunder and Lender at its option may, without limitation, but by way of specific inclusion do any one of the following:

(i) Demand the entire principal debt, advances hereunder and accrued interest and charges;

(ii) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

(iii) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advancement shall bear interest at the then maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

16. **Substitution of Trustee.** In the event of the death, refusal, or of the 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 Lender, the Lender is authorized either in its 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.

17. **Other Trustee To Act.** In the event more than one Trustee is named any one of the named Trustees or their successor or successors is authorized to act separately and independently of the other in all respects hereunder including but not limited to the advertisement of foreclosure, the sale of the security, and the execution of the necessary title papers to the purchaser thereof.

18. **Liability of Signers.** Any and all persons executing this instrument shall be deemed a Borrower and primarily liable as such and, therefore, responsible for all amounts due or to become due hereunder and all obligations hereof unless a contrary intention is specifically provided for herein.

19. **Successors and Assigns Bound; Number; Gender; 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. In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Borrower, the Lender, its successors or assigns, may, without notice to the Borrower, deal with such successor or successors in interest with reference to this instrument and the debt or debts hereby secured, in the same manner as with the Borrower and specifically without limitation of said general provision may make any said additional advance mentioned above to said successor or successors in interest without in any way vitiating or discharging the Borrower's liability hereunder or upon the debt thereby secured. No sale of the premises hereby conveyed and no forebearance on the part of the Lender or its assigns and no extension of the time for the payment of the debt hereby secured given by the Lender or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

IN WITNESS WHEREOF, we have hereunto signed our names, this 15th day of April 19 75

Virginia L. Feeney

Joan F. Disney

30

STATE OF TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, VIRGIL V. DISNEY AND WIFE, JOSIE F. DISNEY the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office this 15th day of April, 1975

NOTARY PUBLIC

My commission expires:
MY COMMISSION EXPIRES SEPT. 12, 1978

Property known as: 2487 Timberlake Drive

Mail tax notice to: Leader Federal Savings & Loan Assn. of Memphis
158 Madison Avenue, Memphis, Tennessee

This instrument was prepared by
Leader Federal Savings and Loan Assn. of Memphis

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 27 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.
Fees $5.00 pd.
SEAL H. D. Ferguson, CLERK

I certify
filed for record 10 o'clock and
30 minutes A. M. 16
day of April 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

Loan Number 1-30,760-15
Loan Amount $ 17,500.00
State Tax $
Clerk's Fee $
Recording Fee $ 5.00
Total $ 5.00

5.00 pd

FOR REAL ESTATE, CHATTEL OR BOTH

William J. Padgett
To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 15th day of April 1975 between William J. Padgett of the first part, and Security Bank of Hernando of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Twenty Four Hundred Forty Six and 56/100 Dollars. (2,446.56) evidenced by the promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from date, repayable in 35 monthly installments of $67.96 each and one final installment of $67.96, with the first installment due and payable May 20, 1975, and one installment is due and payable on the 20th day of each consecutive secceeding month thereafter until all installments are paid.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19—— not to exceed——~~ and the part 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 G. S. McIngvale Trustee, the part y of the first part ha 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 —— now ha—— 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 19—— on the land that —— may cultivate, or cause to be cultivated, as landlord or tenant and all —— farming implements of every kind and~~

Lot 263 in Section A of Lake O' The Hills Subdivision as shown on plat appearing of record in Plat Book 2, Pages 29-33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

If default is made in the payment of any installments 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 y of the first part promptly pay the above stated indebtedness ~~on or before the —— day of~~ as aforesaid 19—— 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 my signature the date written above.

Witness [signature] x [signature]

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named William J. Padgett 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 April 1975

MY COMMISSION EXPIRES: (SEAL) [signature] Clerk
My Commission Expires April 16, 1977
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

I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 15 day of April 1975, and that the same has been recorded in Book 185 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

Fees $2.50 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 273 PAGE 384,
THIS 3 DAY OF June 1981
H. G. ferguson
CHANCERY CLERK

32.

o/r mtg.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of August 1973, made and executed by William J. Rutland and wife, Bridget L. Rutland Walls, Mississippi, 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 65 of the Record of Trust Deeds, on the 13th day of August, 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 9th day of April, 1975.

The Hernando Bank

By: A. S. Ballard, Jr., President

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, 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 bank after he having been first authorized so to do.

Given under my hand and seal of office this 9th day of April A. D. 19 75

My Commission Expires Jan. 7, 1978

Notary Public

LAWYERS-GAERHARDT 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 15 day of April 1975, and that the same has been recorded in Book 185 Page 32 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

#2166

Form FHA-Miss. 440-1
(Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by Billy W. Dunaway, and Gene Dunaway, his wife, of DeSoto County, Mississippi, (hereinafter called the "Borrower"), dated the 12th day of May, 19 66, recorded in Book 89, Page 447, in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of $ 7,051.55, as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

*In further consideration of the making or insuring of such a loan by the Government to the Borrower, the undersigned hereby subordinates in favor of the lien of the Government's deed of trust upon said real estate any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower under the terms of its security instrument.

In Witness Whereof, the undersigned has caused these presents to be signed the 9th day of April, 19 75.

Loretta O'Kelley

*Strike if the deed of trust contains no future advance clause.

SEE OTHER SIDE

34

** ACKNOWLEDGMENT
(Individual)

STATE OF MISSISSIPPI)
COUNTY OF Hinds) ss

On this the 9th day of April, 19 75, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____, to me well known to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed and delivered the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

(SEAL) _____
Notary Public

My Commission Expires:

_____

** ACKNOWLEDGMENT
(Corporation)

STATE OF MISSISSIPPI)
COUNTY OF HINDS) ss

On this the 9th day of April, 19 75, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert O. Denny, who acknowledged himself to be the Senior Vice President of FIDELITY MORTGAGE COMPANY, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed and delivered the foregoing instrument for the uses and purposes therein mentioned and set forth by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Mabel Ledbetter
Notary Public

(SEAL)

My Commission Expires:

9-23-75

** Strike whichever is inapplicable.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 33 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.

Fees $ 3.00 pd.

SEAL H. D. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

Return to: [illegible]

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 15, 1975 (Date)

by and between the undersigned Billy W. Dunaway and wife, Mattie Gene Dunaway

residing in DeSoto County, Mississippi, whose post office address is Rt. 1, Hernando, Mississippi 38632,

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

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
4-15-75	$12,500.00	5.0%	April 15, 1980

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

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

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

Part of the southeast quarter of Section 18, Township 3, Range 8 West, described as beginning at a point in the south line of said Section 367.0 feet west of the southeast corner of the west half of the southeast quarter of said Section, thence south 84° 30' west 160.0 feet to a point, thence North 5° 30' west 272.25 feet to an iron pin; thence north 84° 30' east 160.0 feet to an iron pin; thence south 5° 30' east 272.25 feet to thepoint of beginning and containing 1.0 acres, more or less, all bearings are magnetic. Being a part of the same land conveyed by Mrs. Lizzie Peace Nail to Mrs. Irene Dunaway by deed recorded in Book 30, Page 539 of the deed records of DeSoto County, Mississippi.

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DEED OF TRUST executed by Billy W. Dunaway and wife, Gene Dunaway, to formerly Southaven Savings and Loan Association, now Fidelity Mortgage Company, dated May 12, 1966, and recorded in Book 89, Page 447 of the Real Estate Trust Deed records of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Billy W. Dunaway
Billy W. Dunaway

Mattie Gene Dunaway
Mattie Gene Dunaway

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a authority in and for said County and State, the within-named Billy W. Dunaway and Mattie Gene Dunaway, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 15 day of April, 19 75.

Joyce B. Daniels
(Signature)

Notary Public
(Title)

(SEAL) NOTARY PUBLIC
My Commission Expires:
8-11-76
DESOTO CO.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 35 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.

Fees $5.00 pd.

SEAL W. H. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 28th July 1983
DeSoto Title Co., Trustee
George W. Shrgnale
President
Attest: H. D. Ferguson
Chancery Clerk
By: T.E. Davis, D.C.

DEED OF TRUST

This indenture made this 10th day of April, 19 75, between Philip T. Klazynski and wife, Debra W. Klazynski 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 $ 5,183.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 61.71, ~~and one installment of $xxxxxxxxxxx~~, the first installment due the 1st day of June, 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 24 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 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 18, Township 3, Range 9, _____.

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

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

Witness our signatures this the date written above.

Martha Bozeman

Philip T. Klazynski

Debra W. Klazynski

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Philip T. Klazynski and wife, Debra W. Klazynski, 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 10th day of April, 19 75.

Dana N. Gaskin

Notary Public

My commission expires:
My Commission Expires July 26, 1978

PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 00 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 39 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.

Fees $ 2.50 pd.

H. D. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 5th day of Sept 19 79
Joel Walker
Trustee

Attest:
H. D. Ferguson
Chancery Clerk
By D.C. McCain D.C.

DEED OF TRUST

This indenture made this 9th day of April, 19 75, between Carlton L. Mount and wife, Lena Kaye Mount 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 $ 4,450.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 69.37, ~~and one installment of $xxx~~, the first installment due the 15th day of June, 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 106 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

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 Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Lena Kaye Mount
Carlton L. Mount
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Carlton L. Mount and wife, Lena Kaye Mount, 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 9th day of April, 19 75.

Notary Public

My commission expires:

My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock ho minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 40 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
273 PAGE 463
THIS 8 DAY OF June 1981
H. D. Ferguson
CHANCERY CLERK

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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

ROY KENNETH GREEN and wife, SHERRIE P. GREEN,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

LOUISE H. JOHNSON,

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 THREE HUNDRED THIRTY AND 39/100 - - - - - - - - - - DOLLARS ($ 1,330.39) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six (6) per centum per ----- annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Forty-Eight (48) payments; being Forty-Seven (47) equal payments of $28.00 each beginning on the 26th day of May, 1975, with a like payment due and payable on the 26th day of each and every successive month thereafter; the 48th and final payment of $14.39 being due and payable on the 26th day of April, 1979; 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.)

Copyright Mississippi Bankers Association

(Property Description Attached.)

Lot 890, Section "B", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property; and being the same property conveyed to Grady N. Bennett and Larry Hewlett by deed recorded in Book 114, Page 391; and the same property conveyed to Grady N. Bennett and Louise H. Johnson by deed recorded in Book 115, Page 181; and the same property Grady N. Bennett conveyed to Louise H. Johnson by deed recorded in Book 117, Page 187 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is subordinate and junior to that certain Deed of Trust given by James E. Millner and wife, Brenda L. Millner, for the benefit of National Mortgage Company recorded in Deed of Trust Book 152, Page 159 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 convenant 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 some 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 16th day of April, 1975.

Roy Kenneth Green
Roy Kenneth Green

Sherrie P. Green
Sherrie P. Green

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 KENNETH GREEN and wife, SHERRIE P. GREEN, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of April, 1975.

My Commission Expires: Sept 3 1979

Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 15 minutes P. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 41 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

Fees $ 5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
259 PAGE 132
THIS 15 DAY OF May 1980
H. D. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

CORRECTION

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ROBERT G. ALEXANDER, JR., AND WIFE, PATRICIA ANN ALEXANDER

of the first part, hereinafter designated as the Grantor,

Allen B. Couch Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK
SOUTHAVEN of the third part, hereinafter designated as the Beneficiary.

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

SEVEN THOUSAND EIGHT HUNDRED FORTY TWO---AND---00/100------ DOLLARS

($ 7,842.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 (ten) per centum per ------ annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Sixty (60) monthly installments of $130.70 each, beginning on the 28th day of April, 1975, and the 28th of each month thereafter until such note is paid in full; the final installment being due and payable on the 28th day of March, 1980.

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 266, Section A-1, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as per plat thereofwhich is recorded in Plat Book 2, Pages 41 and 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

This Correction Deed is being given to correct the amount of indebtedness shown in that certain Deed of Trust recorded on April 3, 1975, in Deed of Trust Book 184, Page 371 in the Office of the Chancery Clerk of DeSoto County, Mississippi. Cancellation of this Correction Deed of Trust automatically cancels the said Deed of Trust in Book 184, Page 371.

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 convenant 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.

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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 11th day of April 19 75

Robert G. Alexander

Patricia A. Alexander

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 G. ALEXANDER AND WIFE, PATRICIA ANN ALEXANDER 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 11th day of April, 19 75

My Commission Expires: My Commission Expires March 13, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 44 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

5.00

H. G. Ferguson Clerk

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AUTHORITY TO CANCEL DEED OF TRUST ON LAND DL-2161

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized to enter satisfaction of and cancel of record that certain deed of trust on real property situated in your County, which said deed of trust is of record in your office and described as follows, to-wit:

That certain Deed of Trust dated April 21, 1955, executed by Leo I. Carroll and his wife, Mary Katherine Hannah Carroll, to P. D. Houston, Trustee, and H. V. Higley, as Administrator of Veterans Affairs, an Officer of the United States of America, with his successors and assigns, Beneficiary, securing an indebtedness in the principal sum of $7,250.00, recorded in Book 46 at Page 525 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The total amount of the indebtedness secured by the aforesaid deed of trust has now been paid in full.

IN WITNESS WHEREOF, RICHARD L. ROUDEBUSH, as Administrator of Veterans Affairs, an Officer of the United States of America (being the duly appointed, qualified and acting successor in office to the said H. V. HIGLEY), the present legal holder of said Deed of Trust and indebtedness secured thereby, on this the 14th day of April, 1975, has caused this instrument to be executed, signed and delivered in his name and on his behalf by the undersigned Chief, Loan Guaranty Division, a(n) Loan Guaranty Officer of the Veterans Administration, being duly appointed, qualified and acting pursuant to Sections 504 and 509 of the Servicemen's Readjustment Act of 1944 (58 Stat. 284) as amended, 38 USCA 694(d) 694(j), now Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations pursuant thereto, as amended, who is authorized to execute this instrument.

RICHARD L. ROUDEBUSH
ADMINISTRATOR OF VETERANS AFFAIRS

BY Ralph H. Martin
RALPH H. MARTIN
Chief, Loan Guaranty Division
a(n) Loan Guaranty Officer of
the Veterans Administration.
His Attorney in Fact.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within-named RALPH H. MARTIN, Chief, Loan Guaranty Division, a(n) Loan Guaranty Officer of the Veterans Administration, an agency of the United States Government, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned in the capacity therein indicated, and for the purposes therein set out, being first duly authorized to so do.

Given under my hand and official seal at Jackson, Hinds County, Mississippi, this the 14th day of April, 1975.

NOTARY PUBLIC

Shirley D. Knight
NOTARY PUBLIC

My Commission Expires March 2, 1978

VA Form 26-11 (423)
Apr 1958

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 47 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

2.50

H. G. Ferguson, Clerk

48

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That CHARLES G. ROTENBERRY, JR. and wife, MARY S. ROTENBERRY, and BERTHA L. ROTENBERRY of DeKalb County, Georgia the beneficiary, or beneficiaries hereby certify that a certain trust deed bearing date the 20th day of April 19 66, made and executed by RUSSELL CROCKER AND WIFE, MARY J. CROCKER, To H.H. Eschen, Trustee for the above named beneficiary, or 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. 89 on page 229 of the Record of Trust Deeds, on the 27th day of April, A. D. 19 66, 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.

at the written request of the aforesaid beneficiaries

H. H. Eschen, Trustee

H.H. Eschen, Trustee

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

Personally came and appeared before me, the undersigned authority HAROLD C. CURRY in and for County and State aforesaid, H.H. Eschen, Trustee who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15 day of April A. D. 19 75

MY COMMISSION EXPIRES: Jan. 9, 1977

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M., 16 day of April 1975, and that the same has been recorded in Book 185 Page 48 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 525
THIS 3 DAY OF Nov. 19 75
H. L. Ferguson
CHANCERY CLERK

49

FOR REAL ESTATE, CHATTEL OR BOTH

Richard C. Hightower, et ux,
Grantors

To { DEED OF TRUST

First National Bank of Southaven,
Beneficiary

THIS INDENTURE, Made this 15th day of April 19 75
between Richard C. Hightower and wife, Donna K. Hightower,
parties of the first part,
and First National Bank of Southaven, party of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Six thousand one hundred forty & 64/100 dollars ($6,140.64) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from maturity, repayable in 48 monthly installments of $127.93 each, with the first monthly installment being due and payable on or before the 18th day of May, 1975, and one installment is due and payable on or before the 18th day of each consecutive succeeding month thereafter until all installments are paid. Said installments include principal and interest.

~~and upon further account that the party of the second part may furnish the portion of the first part during the year 19 as credit on said~~ 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 Arthur Huggins 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 crops~~ products of every kind that ~~now do~~ are on hand, and all the crops of every kind to be grown by ~~and hereafter during the year 19 on the land that~~ himself or herself, himself and herself, themselves, or agents, ~~may cultivate or cause to be cultivated, on landlord or tenant and all~~ farming implements of every kind and

Lot 52, in Section B of Pleasant Hill Estates East Subdivision as shown on plat appearing of record in Plat Book 12, Pages 26-31 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

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 ~~or~~ he may then forthwith take possession of said property and sell the same as herein before directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~same~~ as aforesaid ~~when~~, 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

Witness

Richard C. Hightower

Donna K. Hightower

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Richard C. Hightower and wife, Donna K. Hightower 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 15 day of April 19 75

MY COMMISSION EXPIRES:
My Commission Expires May 17, 1977

(SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 49 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of April 1975.

Fees $ 2.50 pd.

H. L. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank

of Hernando the beneficiary, does hereby certify that a certain trust deed bearing date the 14th day of January 19 75, made and executed by Dr. Robert Seymour and wife, Shirley of Hernando to First National Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County County, in the State of Mississippi in Real Estate Trust Deed Record No. 182 on page 529 of the Record of Trust Deeds, on the 15th day of January, 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 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
BY:
Sandra P. Craig

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid First National Bank by its duly authorized officer, Sandra P. Craig who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 16th day of April A. D. 1975

Sidney Smallwood
My Commission Expires May 23, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 50 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 299 Page 705
This the 5 day of July 19 83
H. G. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of APRIL, 19 75, among the Grantor, DR. ROBERT SEYMOUR and wife, SHIRLEY JUNE SMITH SEYMOUR, (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 Hernando, 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; and Town of Hernando, Mississippi:

That certain property located and situated in the City of Hernando, DeSoto County, Mississippi, and more particularly described as follows: BEGINNING at the Northwest corner of Town Lot No. 323, said point being the intersection of the South right of way of Center Street and the East right of way of Church Street; thence North 86 degrees 21 minutes 42 seconds East a distance of 30.00 feet along the South right of way of said Center Street to a point; thence South 4 degrees 30 minutes 06 seconds East a distance of 139.32 feet to a point in the North right of way of Union Street; thence South 85 degrees 36 minutes 50 seconds West a distance of 30.0 feet along the North right of way of said Union Street to a point in the East right of way of said Church Street; thence North 4 degrees 30 minutes 01 seconds West a distance of 139.71 feet along the East right of way of said Church Street to the point of beginning and containing 0.096 acres, more or less. All bearings are magnetic. Said lot located in Section 13, Township 3, Range 8.

(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 Forty 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 May 1, 1990; 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK 332 PAGE 314
THIS 22 DAY OF Feb 19 85
H. G. Ferguson
CHANCERY CLERK D.S.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dr Robert Seymour
DR. ROBERT SEYMOUR —Borrower

Shirley June Smith Seymour
SHIRLEY JUNE SMITH SEYMOUR —Borrower

P. O. Box 441

Hernando, Mississippi 38632
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 DR. ROBERT SEYMOUR and wife, SHIRLEY JUNE SMITH SEYMOUR, 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 15th day of APRIL, A.D., 19 75.

Sarah Bethune
Notary Public

My Commission expires:

MY COMMISSION EXPIRES
MARCH 24, 1979

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 8 o'clock 30 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 51 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.
Fees $ 5.00 pd.
SEAL H. W. Ferguson, CLERK

This Mortgage made as of the 10th day of April , 19 75 ,

between

HOME TELEPHONE COMPANY, a Mississippi

corporation whose principal office and place of business is in the

City of Olive Branch, Mississippi,

(hereinafter called the "Company") and Stromberg-Carlson Corporation, a Delaware corporation, whose principal office and post office address is 100 Carlson Road, City of Rochester, State of New York, (hereinafter called "Stromberg").

Stromberg has agreed to lend money and to finance sales of equipment to the Company in a total aggregate principal amount not exceeding $1,500,000.00 pursuant to the terms of a Financing Agreement bearing even date herewith.

In order to secure the payment of; all amounts now or hereafter owing, including future advances, under the Financing Agreement, Notes and this Mortgage, or under any other existing or future Loan or Financing Agreements, Notes or Mortgages, between the Company and Stromberg or any other existing or future indebtedness or liabilities of the Company to Stromberg or extensions of credit or other advances by Stromberg to the Company, the Company, in consideration of the sum of ten dollars ($10.00) to it paid by Stromberg, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, transfers, assigns, sets over, mortgages and warrants to Stromberg all its properties, rights, privileges, franchises and interests of every kind, whether now owned or hereafter acquired (except as otherwise herein expressly provided) including particularly, but without in any way limiting the generality of the above, the following:

A. All and singular the properties of the Company located in and furnishing telephone service in, about and adjacent to the

Cities of Olive Branch, Chulahoma and Byhalia, in DeSoto and Marshall Counties, Mississippi,

including but without limitation, all lands, buildings, plants, systems, works, improvements, structures, fixtures, appliances, machinery, tools, implements, office furniture, telephone and telegraph lines, switchboards, wires, cables, poles, conductors, subways, conduits, stations, sub-stations, equipment (central office, subscribers' stations and general), instruments, house wiring connections, apparatus, fittings, and equipment of every kind and nature whatsoever, and any and all interests therein and all rights of way, franchises, ordinances, privileges, immunities, consents, permissions, leases and other rights, privileges, contracts, agreements, and any and all interests therein, now owned or at any time hereafter acquired by the Company and used, held for use or in any way pertaining to the systems and properties hereinabove referred to and any additions thereto and extensions thereof.

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B. All the real estate, leases, rights and franchises, described in Exhibit A annexed hereto and made a part hereof, together with all and singular the tenements, hereditaments and appurtenances belonging to the aforesaid property, rights and franchises, or any part thereof with the reversions, remainders, tolls, revenues, rents, earnings, issues, income, profits and benefits arising or to arise out of or to be received or had of and from the property hereby mortgaged or intended so to be and all the estate, right, title, interest and claim, at law or in equity, which the Company now has or may hereafter acquire in and to the aforesaid property, rights and franchises, and every part thereof.

C. Also all other real estate and personal property, or interest therein now owned or which may hereafter be acquired by the Company, and all rights, privileges, franchises, easements, licenses, ordinances, grants, rights of ways and permits, howsoever acquired or conferred, and whether now owned or hereafter acquired, together with all rents, issues and profits thereof and all contracts, leases, claims, demands, choses in action, contract rights and all other property of any and every kind, nature and description, real, personal and mixed, wheresoever situated and not hereinbefore specified or referred to and the reversions, remainders, rents, issues and profits, if any thereof.

Saving and Excepting However from the lien of this Mortgage (i) all cash, (ii) accounts receivable, (iii) current inventories of materials and supplies, and (iv) motor vehicles provided, however, that the property and rights so expressly excepted and excluded shall (to the extent permitted by law) cease to be so excepted and excluded in the event that either Stromberg or a receiver shall enter upon and take possession of the Mortgaged Property in the manner provided herein by reason of a default hereunder or in the Financing Agreement.

To have and to hold all the property hereby mortgaged and conveyed, or intended so to be under this Mortgage, unto Stromberg, forever:

Provided, however, that if the Company shall pay all amounts owing under the Financing Agreement and Notes, and all other sums payable hereunder and under any mortgages and instruments supplemental hereto, at the time, and in the manner, therein provided, then these presents, and the estate hereby granted shall cease, determine and become void.

The Company covenants and agrees with Stromberg as follows:

1. When used herein the following terms shall have the meanings as follows:

   (a) "Company" - the Company named above and its successors and assigns.

   (b) "Mortgage" - this Mortgage and as the same may be amended or supplemented.

   (c) "Stromberg" - Except in Paragraph 11.5: Stromberg-Carlson Corporation and its successors and assigns; in Paragraph 11.5 only: Stromberg-Carlson Corporation and General Dynamics Corporation, a Delaware Corporation, severally, and their successors, assigns, predecessors, subsidiaries, and divisions, severally.

(d) "Mortgaged Property" - all property at the time subject to the lien hereof.

(e) "Financing Agreement" - the Financing agreement entered into between the Company and Stromberg bearing even date herewith.

(f) "Note or Notes" - any note or notes given pursuant to the Financing Agreement.

(g) "Permitted Encumbrances" - the encumbrances described in paragraph 18 hereof.

2. To pay when due all amounts at any time owing under the Financing Agreement and Notes secured by this Mortgage.

3. To perform and observe each and every term, covenant and condition contained herein, in the Financing Agreement and in the Notes, the payment of which is secured by this Mortgage.

4. It is now well seized of the Mortgaged Property, subject only to current taxes and assessments which are not delinquent and has good and indefeasible title to all the Mortgaged Property and good right to convey, mortgage and warrant the same, free from all encumbrances except as herein otherwise mentioned, and will warrant and forever defend the same to Stromberg against the claims of all persons whomsoever.

5. From time to time to make, execute, acknowledge and deliver to Stromberg one or more mortgages supplemental hereto to mortgage additional property hereafter acquired by it by purchase, consolidation, merger or otherwise or for better assuring and confirming unto Stromberg any of the property hereinabove described or referred to, or for more particularly identifying and describing the property hereby, or by any mortgage supplemental hereto, mortgaged, or intended so to be, or for the purpose of continuing the lien hereof, or of any mortgage supplemental hereto and the priority of such liens, and generally to do and perform such other acts and things and to execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Stromberg to carry out the intentions of this Mortgage.

6. Promptly to pay before the same become delinquent, all taxes, liabilities, charges and assessments at any time levied or assessed upon or against the Mortgaged Property, and to pay all claims which might or could become a lien on the Mortgaged Property prior or equal to the lien of this Mortgage so that the priority of this Mortgage may be duly preserved; but no such tax, liability, charge or assessment need be paid so long as the validity thereof shall in good faith and by

appropriate proceedings be contested by the Company, and security for the payment of such tax, liability, charge or assessment, if requested by Stromberg, shall be provided; and the Company will not at any time create, allow to arise or exist any lien of whatsoever kind or nature prior or equal to the lien of this Mortgage upon the Mortgaged Property, or any part thereof, save and except Permitted Encumbrances and liens for taxes and assessments which are not delinquent or which, as herein provided, are permitted to remain unpaid.

7. That all property, plants, systems, appliances and equipment useful and necessary in the carrying on of its business will be kept in thorough repair and maintained in a state of high operating efficiency, and that it will make all necessary repairs, replacements and renewals to the Mortgaged Property so that the value and operating efficiency thereof shall at all times be maintained and preserved. It now has complete and lawful authority and privilege to maintain and operate its entire plants and properties and will, during the full term hereof, continuously preserve and enjoy the authority, rights, franchises and privileges so as to maintain and operate said plants and properties, substantially, or in effect, as they now exist or may hereafter exist or be extended or modified.

8.1 It will at all times keep the Mortgaged Property insured against loss or damage in insurance companies acceptable to Stromberg and in the manner and to the extent that property of similar character is usually insured by companies similarly situated, any loss to be made payable to Stromberg as its interest may appear. Such policies are to be deposited with Stromberg. If the total amount received by Stromberg upon all policies shall, in the case of any one loss, not exceed the sum of $1,000, such sum shall be forthwith paid by Stromberg to the Company, to be used by the Company to repair, replace and/or restore the damaged or destroyed property.

8.2 Except as above provided, all proceeds of any insurance on the Mortgaged Property received by Stromberg, shall be held as a part of the Mortgaged Property and as additional security for the payment of any indebtedness hereby secured and shall be paid out from time to time upon the order of the Company for the purpose of paying the reasonable cost of repairing, replacing and/or restoring the property destroyed or damaged; provided, however, that all insurance proceeds which shall not have been paid out within a period of 180 days following their receipt by Stromberg, shall be applied by Stromberg to the payment of any indebtedness hereby secured in the manner and on the terms provided in the

Financing Agreement with respect to voluntary pre-payments but without any premium and further provided that if, prior to the expiration of said period of 180 days, an officer of the Company shall certify that the application of such insurance proceeds or any part thereof to repair, replace and/or restore the property destroyed or damaged is inadvisable, such proceeds or part thereof shall be so applied to the payment of such indebtedness upon receipt of such certificate.

8.3 Each order for the withdrawal of insurance proceeds shall be signed by the President or a Vice-President and the Treasurer or Assistant Treasurer of the Company certifying that such order for withdrawal is made for the purpose herein specified and that the Company is not in default under the provisions of this Mortgage or the Financing Agreement and that no condition, event or act which with notice or lapse of time or both would constitute a default under the provisions of this Mortgage or the Financing Agreement, exists. In the event insurance proceeds, in the case of any one loss, shall exceed $1,000, Stromberg may require the Company to furnish evidence or assurance satisfactory to it that such proceeds will be used or applied to repair, replace or restore the damaged or destroyed property, that such proceeds together with other funds available for the purpose are sufficient to complete such repairs, replacements or restoration and that such repairs, replacements or restoration will be made promptly; or that such repairs, replacements or restoration have been made. Notwithstanding any other term hereof the Company shall have no right to the payment to it of insurance proceeds, if the Company shall be in default under the provisions of this Mortgage or the Financing Agreement or if a condition, event or act in this Mortgage or the Financing Agreement which with notice or lapse of time or both would constitute such a default, exists.

9.1 In case of the failure of the Company to:

(a) keep the Mortgaged Property in thorough repair and maintained in a state of high operating efficiency, or

(b) pay before the same become delinquent all taxes, liabilities, charges and assessments, or

(c) keep the Mortgaged Property free from any liens prior or equal to the lien of this Mortgage, except Permitted Encumbrances, or,

(d) keep the Mortgaged Property insured as herein provided,

then, Stromberg may, at its option, place or cause the Mortgaged Property to be placed in thorough repair and in a state of high operating efficiency; pay, settle or contest any such taxes, liabilities, charges and assessments; redeem the Mortgaged Property from any sale or forfeiture for any tax or assessment; purchase any tax title obtained or that shall be obtained thereon; pay any judgments based upon such tax of assessment; pay, settle or contest any lien prior or equal to this Mortgage and procure such insurance as may be necessary to comply with the provisions of this Mortgage.

9.2 Any and all monies paid for any of the above purposes or for any purpose to protect the Mortgaged Property and the lien hereof together with all reasonable attorneys' fees incurred by Stromberg for any such purpose will be repaid by the Company to Stromberg with interest thereon from the date of the payment thereof at the rate of six per cent (6%) per annum and such payment or payments together with such interest shall (to the extent permitted by law) be liens upon the Mortgaged Property, shall be secured by this Mortgage and shall (to the extent permitted by law) be included in any judgment or decree foreclosing this Mortgage and be paid out of the rents, issues, income and profits or the proceeds of the sale of the Mortgaged Property, if not otherwise paid by the Company, Stromberg shall not be obliged to inquire into the necessity for such repairs, the validity of any such tax title, taxes, charges, liabilities or assessments or sales therefor or judgments thereon or of any liens prior or equal to the lien hereof, or the necessity for such insurance. Nothing herein contained shall be construed to require Stromberg to advance or expend any money for any of the purposes hereinabove specified. No such advances or expenditures shall be deemed to constitute a waiver of any default by the Company hereunder or the consequences thereof.

10.1 Until the happening of a default hereunder or under the Financing Agreement the Company:

(a) shall be suffered and permitted to remain in full possession, enjoyment and control of all the Mortgaged Property and shall be permitted to manage and operate the same, subject always to the observance of the covenants and restrictions herein and in the Loan Agreement, and to receive, receipt for, take, use, enjoy and dispose of the rents, tolls, earnings, surplus, profits, revenues and income thereof in the same manner and with the same effect as if this Mortgage had not been made;

(b) shall be permitted from time to time to sell or exchange free from the lien of this Mortgage and without any release by Stromberg any property which may be subject to the lien hereof and which has become worn out or in its opinion is no longer necessary

for its purposes, provided the aggregate fair value of such property so sold or exchanged in any calendar year without release by Stromberg shall not exceed $500. In the case of exchange, the property received upon such exchange shall have a value at least equal to the value of the property delivered upon such exchange and shall be subjected to the lien of this Mortgage as a first lien thereon. In the case of sale, the proceeds of such sale shall be paid to Stromberg for application on the indebtedness hereby secured in the manner and on the terms provided in the Financing Agreement with respect to voluntary prepayments; provided that the Company, in lieu of depositing such proceeds of sale, shall subject or have previously subjected to the lien of this Mortgage as a first lien thereon, subject only to the lien of current ad valorem taxes, other property acquired by the Company concurrently with or within a period of 6 months before such sale having a value at least equal to the value of the property so sold. The Company will, within 60 days after the end of each calendar year, file with Stromberg a report setting forth the property sold or exchanged by it under the provisions of this paragraph during the then last preceding calendar year showing separately the amount of cash and the value of the property received as consideration or substituted for the property so sold or exchanged; and

(c) may obtain the release of any part of the Mortgaged Property from the lien of this Mortgage, provided that prior to or concurrently with such release it shall have delivered to Stromberg:

(1) an amount of cash at least equal to the fair value of said property as shown in the accompanying engineer's certificate;

(2) a certified copy of a resolution of the Board of Directors of the Company requesting such release;

(3) a certificate of the President or a Vice President and the Treasurer or Assistant Treasurer of the Company setting forth a description, in reasonable detail, of the part of

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the Mortgaged Property to be released and the consideration to be received therefor, and stating the fair value of the property to be released, that such release is desirable in the business of the Company, that the Company has sold or contracted to sell the property for a consideration of not less than its fair value, that after such release total indebtedness of the Company will not exceed 75% of the depreciated original cost of the Company's properties and that the proposed release will not impair the security hereunder;

(4) a certificate or opinion of an engineer selected by the Company and approved by Stromberg stating that the property to be released is no longer used or useful in the business of the Company, and, if requested by Stromberg, the fair value of the property to be released; and

(5) the proposed release.

10.2 All cash received by Stromberg under the provisions of this paragraph shall be applied to the payment of any indebtedness hereby secured in the manner and on the terms provided in the Financing Agreement with respect to voluntary prepayments, but without any premium.

11.1 Upon the happening of a default under the Financing Agreement and its continuance for the period of grace, if any, provided therein, or in case default shall be made in the performance of any covenant or agreement herein required to be kept or performed by the Company and the Company shall fail to remedy such default hereunder within 10 days after notice thereof is given to it by Stromberg, then and in any such event, all indebtedness hereby secured shall become due and payable in the manner as in the Financing Agreement provided and shall be collectible in a suit at law or by foreclosure of this Mortgage and/or Stromberg may avail itself of such remedies at law or in equity as may be appropriate for the protection or enforcement of its rights or interest under the Note, Financing Agreement and/or this Mortgage; and without limiting the foregoing, it shall be lawful for Stromberg (to the extent permitted by law), either directly or indirectly, through its agents or attorneys, to take possession of the Mortgaged Property and to receive and collect the rents, issues and profits thereof.

11.2 Upon the commencement of any suit or proceeding to foreclose this Mortgage or for the enforcement or any other right or remedy hereunder, Stromberg shall be entitled as a matter of right (to the extent permitted by law) to have a receiver appointed of all the Mortgaged Property with power to take possession of and to collect the earnings, income, tolls, rents, issues and profits of the Mortgaged Property without regard to the then solvency or insolvency of the Company and without regard to the then value of the Mortgaged Property and with such further or additional powers over the Mortgaged Property as the court may deem proper, the amounts so collected by said receiver to be applied after the payment of the costs of such receivership, taxes accruing during such period, insurance and other expenses as may be directed by the court, to the payment of the indebtedness hereby secured.

11.3 In the event of a judicial sale of any of the Mortgaged Property as a result of any suit or proceeding to foreclose this Mortgage or for the enforcement of any other right or remedy hereunder, Stromberg, or anyone acting in its behalf, may bid and purchase at such sale as if a stranger to this Mortgage.

11.4 In any suit or proceeding to foreclose this Mortgage, or to recover or collect the indebtedness, or any part thereof, hereby secured, a reasonable sum shall be allowed (to the extent permitted by law) for attorney's fees and disbursements and such fees and disbursements shall become so much additional indebtedness secured hereby.

11.5 In the event Company shall default under any loan or Financing Agreement or any mortgage entered into between the Company and Stromberg, such default shall constitute a similar default by Company under all loan or financing agreements and mortgages now or hereafter entered into between the Company and Stromberg.

12. All the covenants, stipulations, undertakings and agreements herein contained by or on behalf of the Company shall bind its successors or assigns, whether so expressed or not, and shall inure to the benefit of Stromberg, its successors or assigns and the holder of the Notes, whether so expressed or not.

13. No remedy herein contained or conferred upon Stromberg is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to Stromberg or the holder of the Notes but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

14. Any delay or omission by Stromberg or the holder of the Notes to exercise any rights or powers arising from any default or any partial exercise thereof shall not impair any such rights or powers, nor shall the same be construed as a waiver thereof or any acquiescence therein and no waiver or acquiescence in any particular default shall operate as a waiver of or affect or impair any rights of Stromberg or such holder in respect of any subsequent default, or impair or affect any rights or powers resulting therefrom.

15. This Mortgage may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall be deemed to be an original but all together shall constitute but one and the same instrument. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

16. Upon full payment of the indebtedness hereby secured Stromberg shall execute and deliver an appropriate release of this Mortgage.

17. The Company hereby acknowledges receipt of a full, true and complete executed counterpart of this Mortgage.

18. The Mortgaged Property is subject to the following Permitted Encumbrances:

Prior Mortgages in favor of REA in the amount of $1,569,800.

Prior Mortgage in favor of Stromberg-Carlson Corporation dated November 4, 1969, in the amount of $2,000,000, recorded in the office of the Chancery Clerk of Marshall County, Mississippi, on the 7th day of November, 1969, in Record Book 63, Pages 182-194; and in the office of the Chancery Clerk of DeSoto County, Mississippi, on the 7th day of November, 1969, in Book 113, Page 422.

First Supplemental Mortgage in favor of Stromberg-Carlson Corporation dated March 28, 1973, as additional security for the original Mortgage, recorded in the office of the Chancery Clerk of Marshall County, Mississippi, on the 1st day of May, 1973 in Book 158, Page 475; and in the office of the Chancery Clerk of DeSoto County, Mississippi, on the 3rd day of May, 1973, in Book 81, Pages 225-29.

IN WITNESS WHEREOF, the Company has caused this Mortgage to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first above mentioned.

HOME TELEPHONE COMPANY

By Clarke M Williams

Clarke M. Williams, President
Name and Title

ATTEST:

Walter J. Frank, Jr.
Secretary

Walter J. Frank, Jr., Secretary

EXHIBIT "A"

REAL ESTATE

CHULAHOMA EXCHANGE:

That certain lot lying and being situated in the Southeast Quarter of Section 19, Township 4 South, Range 4 West, Marshall County, Mississippi, more fully described as COMMENCING at the northwest corner of said Quarter Section and run thence east with the north line of said Quarter Section, 2,600 feet to a point in the west boundary of Mississippi State Road #309; thence south with the west boundary of said road, 1,386.0 feet to the point of BEGINNING for this description; run thence north 80° 30' west, 122.1 feet to a point; thence south 6° 38' east, 356.8 feet to a point; thence south 80° east 122.1 feet to a point in the west boundary of said Road; thence north 6° 38' west, 356.8 feet to the point of BEGINNING and containing one (1) acre, more or less, all according to the survey of Halle J. Shaw, C.E., dated August 29, 1965.

OLIVE BRANCH EXCHANGE:

That certain lot lying and being situated in Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi, more fully described as BEGINNING at a point in the west line of a new Road (80 feet wide), said point being 131.54 feet north of the south line of Section 28, Township 1, Range 6 West and 32.83 feet west of the east line of said Section as measured along the west line of said Road; Thence south 85 degrees 04 minutes west 410.33 feet to a point; Thence north 5 degrees 20 minutes west 200 feet to a point; Thence north 85 degrees 04 minutes east 411.73 feet to a point in the west line of said Road; Thence with the west line of said Road south 4 degrees 56 minutes east 200 feet to the beginning, containing 1.887 acres of land. All bearings are magnetic and the description is in accordance with the survey of D. D. CANNON, civil engineer, Memphis, Tennessee, dated August 2, 1965.

LEASED PROPERTY

BYHALIA EXCHANGE:

That certain Lease entered into by and between Floyd S. Echols and wife for a term of 35 years commencing November 3, 1965, with option to renew for an additional 35 years, leasing unto the Company a certain unimproved parcel of land located in Section 36, Township 2 South, Range 5 West, in the town of Byhalia, Marshall County, Mississippi, and described as follows:

Beginning at a point in the line between Sections 35 and 36, 167 feet north of the stake in the center of the crossing of Church Street and Main Street (sometimes known as the Chulahoma-Collierville Road); thence north with the section line 32 feet to a stake; thence east 62 feet to an iron stake; thence south parallel with the rear of the V. A. Jones store house 32 feet to the north property line of the H. F. Mills store; thence west with said property line 62 feet to the point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 55 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.
Fees $ 10.00 pd.
SEAL H. P. Ferguson, CLERK

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Release of Deed of Trust

To The Chancery Clerk of ~~Tate~~ 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 Floyd & Barbara Taylor

for the benefit of Jackson Investment Co. and or/Gulf Finance Cordated the day of March 26 19 73 and recorded in Mortgage Record Book No. 156 Page 315 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 14th day of April A. D. 19 75

Gulf Finance Corporation of Senatobia

By Janice Jennings Mgr

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me Janice Jennings, Manager for Gulf Finance Corp. Senatobia, Miss. in and for said County and State, the above named Janice Jennings who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 14 day of April A. D. 19 75

Notary Public.

My Commission Expires Nov. 12, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 16 day of April 1975, and that the same has been recorded in Book 185 Page 67 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

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

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FULL RELEASE OF TRUST DEED

The undersigned hereby declares that it was the true and lawful holder and owner at the time of payment of the entire indebtedness fully described in and secured by a Trust Deed from Wallace C. Morey, Jr. and wife, Susan S. Morey to Arthur Huggins, Trustee, of record in Book No. 163, Page 379 of the Register's Office for Desoto County, ~~Tennessee~~ Mississippi, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness and the satisfaction and discharge of said Deed of Trust.

In Witness Whereof, it has caused this instrument to be executed on this the 11th day of April, 19 75

Associates Capital Corporation

By: J.M. Howard
J.M. Howard

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Carolyn J. Walling, a Notary Public in and for said County and State, ~~Tennessee~~ J.M. Howard with whom I am personally acquainted and who, upon oath, acknowledged himself to be Vice President of the Associates Capital Corp. the within named bargainor, a corporation, and that he as such Vice President being authorized to do so, 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 official seal at office on this the ~~11th~~ 14 day of April, 1975.

Carolyn J. Walling
Notary Public

My Commission expires 7-24-77

ACC-CCC-70

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 68 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 24 day of Aug 1971
The Hernando Bank
By R. T. Crook Jr. Chairman
Attest
H. D. Ferguson
Chancery Clerk
By D. W. McCown D.C.

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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

GEORGE H. LESTER and wife, SHIRLEY R. LESTER,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, 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 TWO THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS ($ 2,500.00) 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: on or before six (6) months from date.

This instrument is subordinate to that instrument of record in Real Estate Trust Deed Book 126, Page 369 of the land records of DeSoto County, Mississippi.

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 TOWN OF HERNANDO, IN SECTION THIRTEEN (13), TWONSHIP THREE (3), RANGE EIGHT (8) WEST, DESOTO COUNTY,
State of Mississippi, and more particularly described as follows, to-wit:

Part of Town Lots 15, 16 and 208 in Section 13, Township 3, Range 8 West, Town of Hernando, described as beginning at a point in the south line of Town Lot 16, said point being 60 feet west of the southeast corner of said Lot 16 at center point; thence at an interior angle of 90° north along centerline Lots 15, 16 and 208 a distance of 134.0 feet to an iron pin; thence at an interior angle of 90° east and 93.0 feet to an iron pin in a fence and also being near center of an abandoned street 66 feet wide; thence south along said fence 134.0 feet to a point in the north right of way of North Street 60 feet wide; thence west along said street right of way 93.0 feet to the point of beginning.

Copyright Mississippi Bankers Association

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 16 day of April, 19 75.

George H. Lester
GEORGE H. LESTER

Shirley R. Lester
SHIRLEY R. LESTER

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 GEORGE H. LESTER and wife, SHIRLEY R. LESTER, 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 16 day of April, 19 75.

My Commission Expires: My Commission Expires Jan. 7, 1978

Edna A. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
two minutes A. M. 12 day of April 1975, and that the same has been
recorded in Book 185 Page 69 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $ 5.00 paid.

H. L. Ferguson
CLERK

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Partial Release of this Instrument Recorded in Book 140 Page 7 This 13 day of Oct 1975 D. D. Lee Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

GEORGE H. LESTER and VIRGINIA NABORS,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, 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

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 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 six (6) months from date.

This instrument is subordinate to those instruments of record in Real Estate Trust Deed Book 152, Page 69 and in Book 181, Page 302 of the land records of DeSoto County, Mississippi.

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, IN SECTION THIRTY-FIVE (35), TOWNSHIP ONE (1), RANGE EIGHT (8),
State of Mississippi, and more particularly described as follows, to-wit:

BEGINNING at a point 50 feet west of the northeast corner of the Northwest Quarter of Section 35, Township 1, Range 8 which point is the intersection of the center line of Goodman Road and the west line of Highway 51; thence west on the Section line 940 feet to a point in the north line of said Section; thence south with First Mississippi Corporation's line 754-2/7 feet to a stake in the corner of the First Mississippi Corporation land; thence east with the First Mississippi Corporation line 940 feet to the west line of Highway 51; thence north along the west line of said Highway 754-2/7 feet to the point of beginning, containing 16-2/7 acres, more or less.

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Paid, Satisfied and Cancelled
This 17th day of August 19 76
The Hernando Bank
R. Ballard Jr. Trus.

Attest H. G. Ferguson
Chancery Clerk E. Miller D.C.

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.

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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 16 day of April, 1975

George H. Lester
GEORGE H. LESTER

Virginia Nabors
VIRGINIA NABORS

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 GEORGE H. LESTER and VIRGINIA NABORS, 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 16 day of April, 1975.

My Commission Expires: My Commission Expires Jun. 7, 1978

Elsie M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
40 minutes A M. 17 day of April 1975, and that the same has been
recorded in Book 185 Page 72 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded In
Book
No. Page
This the day of 19
Clerk

Assignment of this Instrument Recorded In
Real Estate T/D Book
No. 186 Page 234
This the 4 day of June 1975
N. D. Ferguson Clerk

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VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of APRIL, 1975, by and between

HAROLD WALLACE LOWRIE and wife, MARIE LOWRIE,

, hereinafter called the Grantor;
G. L. OATES, hereinafter called the Trustee, and

WORTMAN & MANN, INC.
and existing under the laws of the State of Mississippi, a corporation organized, having its principal office and post-office address at 444 North State Street, Jackson, MS, 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:

THE LAND LYING AND BEING SITUATED IN SECTION EIGHTEEN (18), TOWNSHIP THREE (3), RANGE NINE(9), DESOTO COUNTY, MISSISSIPPI:

Lot 193, Woodland Lake Subdivision, in Section 18, Township 3, Range 9, as shown on the recorded plat of said subdivision in Plat Book 1, Pages 15A, 15B and 15C, in the office of the Chancery Clerk of DeSoto County, Mississippi, a proportinate part of the land known as Woodland Lake and a proportinate part of the dam site.

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

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY RECORDED IN BOOK 2211 PAGE 185
THIS 5 DAY OF May 2005
W E Davis
By M. Cobb, DC
CHANCERY CLERK

Assignment of this Instrument Recorded In
Real Estate T/D Book
No. 186 Page 430
This the 11 day of June 1975
N. D. Ferguson Clerk

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY-FIVE THOUSAND AND NO/100-------Dollars ($ 35,000.00), with interest from date at the rate of eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of WORTMAN & MANN, INC., 444 North State Street, Jackson, in 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 AND 90/100 Dollars ($ 256.90), commencing on the first day of JUNE, 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 MAY, ~~19~~ 2005.

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

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

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Harold Wallace Lowrie

HAROLD WALLACE LOWRIE

Marie Lowrie

MARIE LOWRIE

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned NOTARY PUBLIC in and for said County, the within named HAROLD WALLACE LOWRIE and MARIE LOWRIE, 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 16th day of APRIL, 1975.

Elaine McLemore Elders

NOTARY PUBLIC

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 75 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

11:30 A.M.

day of
, 19

525219

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

E. Eugene McKnatt and wife, Rozan M. McKnatt

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

One Thousand and No/100----------DOLLARS

($1,000.00) 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 April 9, 1976.

This trust deed is second and subordinate to a deed of trust to J. F. Conger recorded in Trust Deed Book 103, Page 135, Chancery Clerk's Office, DeSoto County, Mississippi.

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 parcel of land situated in the Town of Olive Branch, DeSoto County, Mississippi, in the Northeast Quarter of Section 34, Township 1, Range 6 West and being part of Lot 6, Block 7 as shown by the official map of said Town and more particularly described as follows, to wit: BEGINNING at the Southwest Corner of the Town of Olive Branch Lot as shown by deed in Book 42, Page 479, and which beginning point isalso the Northwest Corner of Mrs. Edna Kirk's lot as shown by deed of record in Book 40, Page 369; thence South 42° 04' East parallel with Church Street a distance of 100 feet to a stake; thence North 52° 10' East a distance of 25 feet to a stake; thence South 42° 04' East and parallel to Church Street a distance of 50 feet to the Northwest Corner of the Mrs. V. P. McDonald lot; thence Southeast along the McDonald line a distance of 75 feet to the Southwest Corner of the McDonald lot; thence South 52° 10' West a distance of approximately 88 feet to center of Highland Street; thence along the center of Highland Street South 83° 42' West a distance of approximately 62 feet to a stake for a total front footage of approximately 150 feet; thence in a straight line in a Northerly direction 20 feet to the Southeast Corner of the Munn's lot sold to George A. Hunt, et ux dated April 24, 1965 as shown by deed Book 61, Page 535; thence along the lot line of said lot a distance of approximately 196.95 feet to point of beginning.

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 358
THIS 7th DAY OF Mar 1978
H. G. Freeman
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 convenant 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 11th day of April 1975.

E. Eugene McKnatt

E. Eugene McKnatt

Rozan M. McKnatt

Rozan M. McKnatt

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 E. Eugene McKnatt and wife, Rozan M. McKnatt 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 11th day of April 1975.

My Commission Expires: 11/5/76

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 79 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees 5.00 paid.

H. P. Ferguson, CLERK

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STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 14th day of April, 19 75, by and between

THOMAS H. BRETTSCHNEIDER, A SINGLE PERSON

, hereinafter called the Grantor; ROBERT G. BARNETT, hereinafter called the Trustee, and BRIDGES MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 101 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

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

Lot 2418, 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.
Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

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

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

IN TRUST, HOWEVER, to secure to Bridges 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 ----Twenty-Two Thousand, Seven Hundred Fifty and no/100ths------- Dollars ($ 22,750.00), with interest from date at the rate of eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bridges Mortgage Company, 101 North State Street in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of --One Hundred Sixty-Six and 99/100ths------- Dollars ($ 166.99), commencing on the first day of June, 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 May, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY REGISTERED IN BOOK
783 PAGE 299
21st Sept 95
W. E. Davis
by: B Starkey D.C

(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 day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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

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

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

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

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

Thomas H. Brettschneider, a single person

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for the said County, the within named Thomas H. Brettschneider, a single person ~~xxx~~ ~~xxxxxx~~, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 14th day of April 1975.

Bobbie N. Brownell
Notary Public

My Commission Expires:
My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI
COUNTY OF D. Soto } ss:

I, W. D. 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 11 o'clock A. M., on the 17 day of April 19 75 and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 82 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $ 5.00 pd. SEAL W. D. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Jackie F. Langston

of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the December 6, 1973 day of 19, made and executed by Rowland Jarvis, et ux

of to

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 169 on page 143

of the Record of Trust Deeds, on the 10th day of December A. D. 19 73, is now fully paid

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

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Jackie F. Langston

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority

in and for County and State aforesaid, Jackie F. Langston 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 15th day of April A. D. 19 75

Notary Public

My Commission Expires:
September 25, 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 April 1975, and that the same has been recorded in Book 185 Page 85 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

gle

3-500158

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 182 at Page 357 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 14th day of April, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

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 Harold A. Hogue, 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 14th day of April A.D., 19 75.

Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 468

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 86 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $ 2.50 pd.

H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 186 Page 123
This the 26 day of May 1975
W. H. Ferguson Clerk

Assignment of this Instrument Recorded in
Book
No. Page
This the day of
Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of April, 1975, among the Grantor, ----------BILLY E. COCHRAN and wife, BEVERLY L. COCHRAN-------- (herein "Borrower"), STUART ROBINSON---------- (herein "Trustee"), and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----, a corporation organized and existing under the laws of ---the State of Mississippi-----, whose address is Post Office Box 918, Jackson, Mississippi 39205-------- (herein "Lender").

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

Lot 1222, 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 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 Fifty----- 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 -----May 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 197 Page 630
This the 26 day of March 19 76
W. H. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1161 PAGE 143
THIS 29 DAY OF Oct 1999
W. E. Davis CHANCERY CLERK
By M. Calvin DC

Magnolia Fed. Bank for Savings
Assignment of this Instrument Recorded in
Real Estate T/D book
No. 591 Page 352
This the 7th day of July 19 92
W. E. Davis Clerk
by: B. Starkey DC

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.

Billy E. Cochran —Borrower

Beverly L. Cochran —Borrower

Beverly L. Cochran

5988 Lake Shore Drive W.

Southaven, Mississippi
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 ------Billy E. Cochran and wife, Beverly L. Cochran----- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 16th day of April, A.D., 19 75.

My Commission expires:
9-25-78

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. 18 day of April 1975, and that the same has been recorded in Book 185 Page 87 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

W., F., R., & Ba[illegible],
Clerk P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

CANCELLED BY AUTHORITY RECORDED IN BOOK 300 PAGE 352
THIS 13 DAY OF July 19 83
W.O. Ferguson
CHANCERY CLERK

Revised April, 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we James R. Hutcheson

and wife, Nita A. Hutcheson 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 1021, Section "E", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all the 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-two Thousand and Three Hundred and 00/100---------- evidenced by our certain promissory note of even date herewith, bearing interest at the rate of 7.75 % 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:

$ 231.59 payable on the first day of June, 19 75, and a like amount on the first day of each succeeding month until said indebtedness is fully paid.

At 615
HEIDELMAN BROS., JACKSON, MISS.

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(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 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 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 James R. Hutcheson 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 10th day of April 19 75

James R. Hutcheson

James R. Hutcheson

Nita A. Hutcheson

Nita A. Hutcheson

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, James R. Hutcheson and his wife ~~XXXXXXXX~~ Nita A. Hutcheson 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 10th day of April 19 75

D B Bridgforth

My commission expires:
September 25, 1978

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,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 91 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

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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 May 9, 1972 executed by Loel L. Hickman and Essie Mae Hickman to National Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 142, Page 506, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Company 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 Loel L. Hickman & Essie Mae Hickman the following described property located in DeSoto County, Mississippi, to-wit:

Lot 52, Acree Place Subdivision, in Section 18, Township 3 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 35-36, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

To have and to hold the aforedescribed real property unto the said Loel L. Hickman & Essie Mae and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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 16th day of April, 1975.

ATTEST:

NATIONAL MORTGAGE COMPANY

STANLEY L. WENDER
SECRETARY

FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Frank Robinson and Stanley L. Wender who acknowledged that as ~~Senior Vice President~~ and Ts.Compt. 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 16th day of April, 1975.

Notary Public

My commission expires:
My Commission Expires September 1, 1976

3/72/674

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 94 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fee $ 2.50

H. P. Ferguson, CLERK

DEED OF TRUST

MISSISSIPPI

This Indenture, made by and between (Landowner) Kermit Woody Gaddy - Dora Marie R Gaddy

party of the first part; (Dealer) Dick Moore, Inc party of the second part, as Trustee; and

(Lender) Dick Moore, Inc party of the third part, WITNESSETH:

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

5 acres more or less situated in Section 1, Township 3 South, Range 6 West, and being more particularly described as BEGINNING at the Northeast Corner of the 35 acre tract as described in Item II of the Last Will and Testament of E.G. Gaddy, same being on file in the Chancery Clerk's Office, DeSoto County, Mississippi; thence from said point run North 20 rods to a point; thence West 40 rods to a point; thence South 20 rods to a point; thence East 40 rods to the point of beginning and being the same tract of land described in Item I of the Last Will and Testament of E. G.GADDY

This conveyance is made in trust, however, to secure the payment of $ 14,511.60, evidenced by that certain Security Agreement and Disclosure of Transaction, of even date herewith, executed by Kermit W & Dora Marie Gaddy Debtor ("Debtor"), to Dick Moore, Inc, as Secured Party, pursuant to which Debtor has agreed to pay the aforementioned indebtedness in 120 consecutive monthly installments, the first of which is due and payable on the 1st day of June, 19 75, 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 party 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 Debtor or 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 Debtor or said party of the first part shall fail to pay indebtedness 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 security agreement, 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."

In the event of any default in the payment of the indebtedness hereby secured, or in the performance of any of the covenants contained in this trust deed or said security agreement, the holder of the indebtedness secured hereby shall have the right to exercise any of the rights and remedies provided for herein or in said security agreement, either concurrently or in such order as such holder may elect; and the exercise of the rights and remedies provided in either of said security instruments shall not constitute a release or waiver of the other security instrument.

WITNESS the signature of the party of the first part, on this the 15 day of April, 19 75.

x Kermit Woody Gaddy
Owner of Real Estate

x Dora Marie R. Gaddy
Spouse

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STATE OF Tenn
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Kermit Woody Gaddy Dora Marie R Gaddy who acknowledged that t he 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 15 day of April 19 75.

My commission expires: 4/28/76

Notary Public

DEBTOR'S CONSENT

(To be executed if Debtor(s) and owner of real estate are not one and the same)

Debtor(s) hereby agree(s) to all of the terms and conditions of the foregoing deed of trust, insofar as Debtor's rights could or might be affected thereby.

STATE OF _____
COUNTY OF _____ } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named _____, who acknowledged that ____ he ____ signed and delivered the foregoing debtor's consent on the day and year therein mentioned as _____ voluntary act and deed.

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

My commission expires:

Notary Public

AFTER RECORDING RETURN TO:
FIRST NATIONAL BANK
P. O. BOX 119
MEMPHIS, TENNESSEE 38101

TRUST DEED

FROM

TO

FOR THE USE OF Trustee

STATE OF MISSISSIPPI
County of DeSoto

I, W. [illegible] Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 18 day of [illegible] A.D. 19 75 at 10:30 o'clock A M., and has been this day duly recorded in Trust Deed Record ____ Page ____.

WITNESS my hand and offical seal, this ____ day of _____ 19 ____

Clerk.

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

3-00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 95 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

CORRECTION PARTIAL RELEASE OF LAND DEED OF TRUST

For a valuable consideration, the receipt of which is hereby acknowledged, We, Milton M. Wheeler, Mrs. Mamie W. Thomas, and Mrs. Verona S. Wheeler, being the lawful owners and holders of that certain deed of trust indebtedness described in and secured by land deed of trust from John H. Miller, Jr. and wife, Eva I. Miller, to Milton M. Wheeler, Mrs. Mamie W. Thomas, and Harry S. Wheeler, dated January 3, 1967, and of record in Book 93, Page 68 of the land Trust Deed Records of DeSoto County, Mississippi, (and with the said Mrs. Verona S. Wheeler being the lawful owner of that part of said indebtedness owed to said Harry S. Wheeler, now deceased, by virtue of his probated will of record in Will Book 9, Page 361 of the Will Records of DeSoto County, Mississippi,) do hereby release from the lien of said deed of trust, the lands situated in DeSoto County, Mississippi, and described as follows, to-wit:

The Southwest Quarter of the Northwest Quarter of Section Eighteen (18), Township Four (4), Range Seven (7) West, containing 40 acres, more or less, and being part of the lands conveyed to said Millers by Warranty Deed dated January 3, 1967, and of record in the Deed Records of DeSoto County, Mississippi.

This is a correction partial release and is intended to correct the partial release from us dated August 30, 1974, and of record in Book 179, Page 199 of the Land Trust Deed Records of said County, whereby 40 acres were erroneously released, and it is understood by all parties hereto that this correction instrument is a partial release only, and said deed of trust is to remain in full force and effect as to the remaining 120 acres, more or less, covered by the same.

And, further, the Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to make proper marginal entry of this Correction Partial Release upon the margin of the record of said trust deed as the same appears of record in his office, making proper reference to the Book and Page of recordation of this instrument as his authority for so doing.

Witness our signatures, this the 17th day of April, 1975.

Milton M. Wheeler
Milton M. Wheeler

Mamie W. Thomas
Mrs. Mamie W. Thomas

Mrs. Verona S. Wheeler
Mrs. Verona S. Wheeler

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State of Mississippi,
County of Tate.

This day personally appeared before me, the undersigned authority in and for said County and State, Milton M. Wheeler and Mrs. Mamie W. Thomas, who severally acknowledged that they signed and delivered the foregoing Correction Partial Release of Deed of Trust upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 17th day of April, 1975.

John R Price Jr.
Chancery Court Clerk

My Commission Expires January 5, 1976.

State of Mississippi,
County of DeSoto.

This day personally appeared before me, the undersigned authority in and for said County and State, Mrs. Verona S. Wheeler, who acknowledged that she signed and delivered the foregoing Correction Partial Release of Deed of Trust upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 17th day of April, 1975.

H. P. Ferguson
Chancery Court Clerk

My Commission Expirs January 5, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 17 day of April 1975, and that the same has been recorded in Book 185 Page 97 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 387 PAGE 528
THIS 7th DAY OF Jan. 19 87
W. B. Ferguson
Chancery Clerk by D. Taylor

Assignment of this Instrument Recorded in Real Estate T D
Book 186 Page 618
this the 17 day of June 19 75

99

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 14th day of April, 19 75,
by and between Billy Joe Price and wife, Patricia Price

, hereinafter called the Grantor; C. B. Henley
, hereinafter called the Trustee, and Bailey Mortgage
Company, 161 East Amite Street, Jackson, Mississippi 39205

, a corporation organized
and existing under the laws of State of Mississippi , having its principal office and
post-office address at P. O. Box 1389, Jackson, Miss. 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 property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 40, Smokey Hollow Farms, Section "B", in Section 33, Township 3 South, Range 5 West, as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, recorded in Plat book 9, page 13.

The Grantors covenant and agree that so long as his Deed of Trust and the note secured hereby are guaranteed under the Servicemen's Reajustment 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 pyable.

The Grantors covenant and agree that should this security instrument or not secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans' Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

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

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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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 Thirty-three Thousand and 00/100-------Dollars ($ 33,000.00), with interest from date at the rate of eight per centum (8.00%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389, 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 Forty-two & 22/100- Dollars ($ 242.22), commencing on the first day of June , 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 May, 2005. xxx

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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Billy Joe Price
Billy Joe Price

Patricia Price
Patricia Price

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me , the undersigned authority in and for said County, the within named Billy Joe Price and Patricia Price , 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 April , 1975.

B Breedlove
Notary Public

My commission expires:
September 25, 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 April 1975, and that the same has been recorded in Book 185 Page 99 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

Lot 1642, Sec. F, Southaven West

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Imogene Norman, individually, and as sole heir of Arthur Norman, of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 20th day of March 19 70, made and executed by Jimmy Beshea and wife, Jeanette Beshea of Southaven, Mississippi to Arthur Norman and Imogene Norman, 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. 116 on page 244 of the Record of Trust Deeds, on the 23rd day of March, 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.

Imogene Norman

Imogene Norman, Individually, and as sole heir of Arthur Norman

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid Imogene Norman 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 5th day of April A. D. 19 75

My Commission Expires Dec. 24, 1978

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. 18 day of April 1975, and that the same has been recorded in Book 185 Page 103 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

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AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DESOTO COUNTY

HERNANDO, 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, 19 74, and duly recorded in Book 172 at Page(s) 529 of your records.

WITNESS the signature of the corporation, this the 11th day of April, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems
W. S. Weems, Senior Vice President

ATTEST:
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 11th day of April, A.D., 19 75.

Carrie D. Sallie
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 104 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $2.50 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 593 PAGE 610
THIS 21 DAY OF July 19 92
W. E. Davis
Chancery Clerk By N. Graham DC

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

PHILLIP A. SHAFER and wife, TERESA S. SHAFER,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

PAUL M. SHAFER and LELA PEARL SHAFER, 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 EIGHT THOUSAND AND NO/100 - DOLLARS ($ 8,000.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six(6) per centum per annum after 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:

Lot 222, Section "C", Revised, Carriage Hills Subdivision in Section 23, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Pages 38 and 39 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

This Deed of Trust is junior and subordinate to that certain Deed of Trust given by Frank Joseph Glass, II and wife, Cynthia R. Glass, to National Mortgage Company, dated October 18, 1971, and recorded in Book 134, Page 279 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 convenant 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 2nd day of April, 19 75.

Phillip A. Shafer

Teresa S. Shafer

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 PHILLIP A. SHAFER and wife, TERESA S. SHAFER, 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 2 day of April, 19 75.

My Commission Expires January 18, 1978

My Commission Expires: .....

Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 105 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of April 1975.

Fees 5.00

H. G. Ferguson, Clerk

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RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Ronald Lea and Barbara J. Young

for the benefit of Coahoma National Bank
which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 24th day of May, 1974, and recorded in Book 175 at Page 613:

Lot 61 in Section B of Pleasant Hill Estates Subdivision as shown on plat appearing of record in Plat Book 12, pages 26-31 in the Chancery Court Clerk's office of DeSoto County, Miss., to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 8 west.

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 31st day of March, 19 75.

COAHOMA NATIONAL BANK
CLARKSDALE MISSISSIPPI

BY H. W. Williams

STATE OF MISSISSIPPI
COAHOMA COUNTY

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

of the Coahoma National Bank

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 31st day of March, 1975

Nancy J. Sutton
Notary Public

My Commission Expires Jan. 31, 1976

CLARKSDALE PRINTING CO.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 108 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees 2.50

H. P. Ferguson, CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi - - - - - - - - - - - - - - hereby release from the lien of the Deed of Trust given by CARTHEL TODD and wife, VERNA LEE TODD, - - - - - - - - - - - - - - for the benefit of THE HERNANDO BANK, Hernando, Mississippi, which Deed of Trust is dated January 23 , 19 75, and recorded in Deed of Trust Book 183, Page 22 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:

That certain portion of the following described land situated in Tract II only:

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.

By way of explanation, the portion of Tract II (above) being released herein is a portion of the same land conveyed to Carthel Todd and wife, Verna Lee Todd, by Warranty Deed dated June 19, 1972, and recorded in Book 97, Page 371 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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In all other respects said Deed of Trust recorded in Deed of Trust Book 183, Page 22 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 15th day of April, 1975

THE HERNANDO BANK
Hernando, Mississippi

By _____
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, A. S. BALLARD, JR. the President of THE HERNANDO BANK, Hernando, 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 15th day of April, 1975.

(SEAL)

_____
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 9 o'clock
no minutes A. M. 18 day of April 1975, and that the same has been
recorded in Book 185 Page 109 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 18 day of April 1975.

Fees $3.50 pd.

SEAL _____, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 512
THIS 23 DAY OF Mar 19 77
H. D. Ferguson
CHANCERY CLERK

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of $ 2,629.44, evidenced by a note executed by the undersigned and bearing date of 3/31/75, said loan representing costs of improvements on the following described property in DeSoto County, State of Mississippi, to-wit:

House & Lot located AT 9322 Choctaw, Walls Miss (38680)

Lot No. 259 (Section "C") in Twin Lakes subdivision. Subdivision plat recorded in plat book No. 27 page No. 572

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: 3/31/75

Witness: _____ Signed: Kerry Odell Reece (Kerry Odell Reece)

Witness: _____ Signed: Suzanne B. Reece (Suzanne B. Reece)

STATE OF Tennessee) COUNTY OF Shelby)

On this the 31st date of March, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kerry Odell Reece & Suzanne B. Reece to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he 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.

NOTARIAL SEAL

My Commission Expires MY COMMISSION EXPIRES NOV. 27, 1978

Betty Redmond (Notary Public)

This instrument prepared by Betty Redmond 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 10 o'clock 45 minutes A. M. 2 day of April 1975, and that the same has been recorded in Book 185 Page 111 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of April 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 656 PAGE 258 THIS 7 DAY OF May 1980 CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

James Horace Tapp and wife, Judy A. Tapp

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

Six Thousand Nine Hundred Fifty One and 60/100---------- DOLLARS

($ 6,951.60) 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 from 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 $115.86, first installment due on or before the 15th day of May 15 , 1975 and one installment due on the same day of each month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or any part of said indebtedness as per the terms of promissory note. 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.

This trust deed is second and subordinate to a trust deed to Colonial Savings & Loan of record in Trust Deed Book 122, Page 47, Land Trust Deed Records, DeSoto County, Mississippi.

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 9 and the East 60 feet of Lot 8, Pleasant Hill Subdivision, situated in Section 23, Township 2, Range 7 as per plat recorded in Plat Book 3, Page 12, Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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 convenant 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 8th day of April 19 75.

James Horace Tapp

James Horace Tapp

Judy A. Tapp

Judy A. Tapp

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 Horace Tapp and wife, Judy A. Tapp who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of April 19 75.

My Commission Expires: June 6 1976

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. 15 day of April 1975, and that the same has been
recorded in Book 185 Page 112 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 21 day of April 1975.

Fees $5.00 pd.

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
191 PAGE 488
THIS 6 DAY OF October 1975
H. L. Ferguson
CHANCERY CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Gerald G.Young,et ux

To { DEED OF TRUST
Louise J.Hinds

THIS INDENTURE, Made this 11th day of April in 75
between Gerald G. Young and wife, Carolyn L. YOUng
of the first part,
and Louise J. Hinds
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 Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) evidenced by a promissory note bearing 8% interest being due and payable in 60 equal amortized monthly installments of $288.94 each, the first installment due on May 25, 1975, with like installments due on the 25 day of each month thereafter until paid in full.

~~and our further consent that the party of the second part may demand the party of the first part having the note then to exist~~
and the part of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Dwight K. Luter 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 growing crops~~ ~~of every kind that may be planted or cultivated on said land, and all the respective crops that may be grown by~~ ~~and/or any hands working with or under~~ ~~either as landlord or tenant or otherwise during the year 19~~ ~~the land that may cultivate or cause to be cultivated as landlord or tenant and also~~ ~~farming implements of every kind now~~

Part of Section 28, Township 2 South, Range 8 West, DeSoto County, Mississippi, more particularly described as commencing at an iron pin recognized as the southeast corner of the southwest quarter of Section 28, Township 2 South, Range 8 West, DeSoto County, Mississippi; thence north 00 degrees 02' 11" west 493.82 ft. along the east line of said quarter section to a point being the southeast corner and the true point of beginning; thence north 00 degrees 02' 11" west 330.41 ft. along the east line of said quarter section to a point; thence south 89 degrees 58' 40" west 1,320.29 ft. to an iron pin; thence south 00 degrees 16' 01" east 330.41 ft. to an iron pin; thence north 89 degrees 58' 40" west 1,318.96 ft. to the true point of beginning, containing 10.01 acres more or less.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the 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 25th day of April, 19 80, 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 hereby, 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 her assigns or legal representatives, may at any time appoint a Trustee in writ to his stead.

Witness our signatures the date written above.

Witness

Gerald G. Young

Carolyn L. Young

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Gerald G. Young and wife, Carolyn L. Young 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 day of April in 75
My Comm Expires: 8-25-78 (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 2 o'clock
no minutes P. M. 18 day of April 1975, and that the same has been
recorded in Book 185 Page 115 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office this 21 day of April 1975.

3.00

H. L. Ferguson, CLERK

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AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DESOTO COUNTY

HERNANDO, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by REEVES-WILLIAMS, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 9th, 19 74, and duly recorded in Book 175 at Page(s) 169 of your records.

WITNESS the signature of the corporation, this the 11th day of April, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems

W. S. Weems, Senior Vice President

ATTEST:

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 11th day of April, A.D., 19 75.

Carrie H. Bolls
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of April 1975, and that the same has been recorded in Book 185 Page 116 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of April 1975.
Fees 2.50

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 284 PAGE 72
THIS 27 DAY OF May 19 82
H. D. Ferguson
CHANCERY CLERK

BOOK 91 PAGE 72

FOR THE CONSIDERATIONS hereinafter mentioned, and to secure the payment of the indebtedness and the faithful performance of the covenants hereinafter set forth, I, WARREN W. SULLIVAN, 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:

Tract 1: All of Section Twenty-seven (27), Township One (1), Range Nine (9) West, lying between U.S. Highway No. 61 and the Illinois Central Railroad owned by H. P. Sullivan at the time of his death containing thirty-five (35) acres, more or less, and being part of the land conveyed by Union Planters National Bank and Trust Company, Executor, to H. P. Sullivan by deed in Book 26, page 100. Less and except any part thereof conveyed in the deed dated May 20, 1967, from Warren W. Sullivan, et al, to Board of Levee Commissioners of the Mississippi Yazoo Delta recorded in Deed Book 69 at page 391, conveying a total of 27.78 acres in Sections Twenty-seven (27), Twenty-eight (28), and Twenty-nine (29), Township One (1), Range Nine (9) West.

Tract 2: All of the fractional Section Twenty-eight (28), Township One (1), Range Nine (9) West, less that part conveyed to the Yazoo Mississippi Levee Board and less that part conveyed to Louis Fritz by deed in Book 13, page 93, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less. Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West, 17 1/2 chains East of the West line of Section Twenty-eight (28), Township One (1), Range

BOOK 341 PAGE 534

Nine (9) West, and running along the said South line of said Section Twenty-eight (28) East to the Y and M V Railroad Company right of way; thence running Southwesterly along said right of way 17.375 chains, more or less, to an iron pointer; thence West 60 chains, more or less, to a point 17.5 chains East of the West line of Section Thirty-three (33), Township One (1), Range Nine (9) West; running thence North 17.375 chains to the point of beginning on the South line of said Section Twenty-eight (28). The above described land is the same land conveyed by Mrs. Mattie C. Williams and others to H. P. Sullivan by deed in Book 21, page 53. Less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 69 at page 391 described above.

Tract 3: 214 acres, more or less, being the East Half (E 1/2) of Section Twenty-nine (29), Township One (1), Range Nine (9) West, which lies South of the Yazoo Mississippi Delta Levee right of way and East of the half-mile public road, which lies West of the lands herein described and containing 214.4 acres and more particularly described as shown by the survey of S. W. McCleskey, Civil Engineer, made in February, 1931, as follows:

Beginning at a stake in the center of the State Highway No. 61 at the Southwest corner of the East Half (E 1/2) of Section Twenty-nine (29); thence North 5° West 1,683.5 feet to a stake; thence North 85° East 32 feet to a stake; thence North 5° West, 275 feet to a stake; thence South 85° West 32 feet to a stake; thence North 5° West, 2,266 feet to the South line of the Yazoo Mississippi Delta Levee right of way; thence South 62° 10' East 219 feet to a stake; thence South 64° 50' East, 1,197.5 feet to a stake; thence South 71° 5' East 266 feet to a stake; thence South 71° 35' East, 1,311 feet to a stake in the East line of said

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Section; thence South 5° 10' East along the section line, 2,906 feet to the Southeast corner of said Section Twenty-nine (29) to a stake in the center of State Highway No. 61; thence South 86° West along the right of way of said State Highway 2,662 feet to the beginning and being the same land conveyed by Richard Cheatham, Sr., to H. P. Sullivan by deed in Book 23, page 82. Less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 69 at page 391 described above.

Tract 4: 20 acres, more or less, in the Northwest corner of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township One (1), Range Nine (9) West described by metes and bounds as follows: Beginning at the Northwest corner of said quarter section; thence South on the section line 17.375 chains to a stake in the section line and in the Northwest corner of J. W. Sanders land purchased from Frank Wall; thence North 84° 50' East on the North line of J. W. Sanders' land 11.55 chains more or less to the Southwest corner of the H. P. Sullivan land purchased of Mrs. Mattie C. Williams, et al; thence North and parallel to the West line of said quarter section and on the West line of said H. P. Sullivan land 17.375 chains to the North line of said section; thence West on the North line of said Section 11.55 chains, more or less, to the point of beginning and being the same twenty (20) acres conveyed by Winnie B. Morrow to H. P. Sullivan by deed in Book 28, page 378.

All of said property being subject to existing rights of way and easements for public roads, public utilities, and drainage canals as now located on said land or shown of record, and subject to zoning and subdivision regulations of DeSoto County, Mississippi.

Tract 5: 19.94 acres, more or less, in Section Twenty-seven (27), Township One (1), Range Nine (9) West, described as beginning at a point where the West line of the right of way of the Y and M V Railroad intersects the East line of the right of way of the Yazoo and Mississippi Delta Levee; running thence South 59° 36' West 166 feet to a point in the said East line of said Levee Board's right of way; thence South 40° 15' West 463 feet to a point in the East line of said Levee Board right of way; thence South 39° 15' West 450 feet to a point in the said East line of said Levee Board right of way; thence South 42° 50' West 369 feet to a point in the East line of said right of way and being the point where said East line of said right of way of said Levee Board and the North line of the Cheatham Place intersects; thence South with the Cheatham line 335 feet to a point in said Cheatham line; thence South 64° 50' East 778 feet to a point in the West line of the right of way of Y and M V Railroad Company; thence North 6° 35' East 1,734 feet with the West line of the railroad right of way to the point of beginning, containing 19.94 acres and also any lands owned by H. P. Sullivan at the time of his death in said Section Twenty-seven (27) which lie West of the right of way of said railroad, but subject to any lands conveyed by H. P. Sullivan to Memphis Sales and Manufacturing Company for a sewage lagoon and being the land conveyed by Dr. W. L. Davies and others to H. P. Sullivan by deed in Book Twenty-one (21), page 172.

Tract 6: 80 acres in Section Twenty-six (26), Township One (1), Range Nine (9), described as beginning at a point on the South line of Section Twenty-six (26), Township One (1), Range Nine (9), a distance of 832.9 feet West of the Southeast corner of said section, said point being the Southwest corner of the property owned by L. A. Bourland

as recorded in Deed Book 44, page 591; thence North 2° 20' West along the West line of said Bourland property a distance of 1,046 feet to a concrete post, the Northwest corner of the Bourland property; thence North a distance of 1,050 feet to an iron pipe; thence North 89° 50' West a distance of 1,784 feet to an iron pipe; thence South a distance of 972 feet to an iron pipe located at the Northwest corner of St. Paul Cemetery lot; thence 89° 50' East along the North line of said Cemetery lot a distance of 175 feet to an iron pipe; thence South 5° 30' East along the East line of said cemetery lot a distance of 1,129.5 feet to a point on the South line of said Section Twenty-six (26); thence South 89° 50' East along the South line of said Section Twenty-six (26) a distance of 1,543.8 feet to the point of beginning, containing 80 acres, more or less.

IN TRUST, However, and upon the following conditions, to-wit:

WHEREAS, Walls Planting Company, a partnership composed of Warren W. Sullivan and Robert I. Abbay, III, is indebted to Planters Bank of Tunica, Mississippi, for a loan of money in the sum of One Hundred Fifty Thousand Dollars ($150,000.00), evidenced by three promissory notes as shown below for said sum, bearing interest from date until paid at the rate specified in said notes and conditioned for the payment of ten percent (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 set forth, and payable to the order of the said Planters Bank at its banking house in the Town of Tunica as follows:

One note for $20,000.00 dated February 11, 1975, due December 8, 1975;

One note for $100,000.00 dated March 1, 1975, due November 26, 1975; and

One note for $30,000.00 dated March 11, 1975, due November 26, 1975.

NOW, if Walls Planting Company 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 Walls Planting Company 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 Planters Bank, or the holder and owner of said notes, may at its option, declare the entire indebtedness secured hereby at once due and payable, whether the time for the payment of said notes as shown on their faces thereof shall have then arrived or not, and whenever thereafter requested so to do by the said Planters Bank, or the holder and owner of said notes, 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 Walls Planting Company, or to the party legally entitled thereto.

It is understood and agreed that this deed of trust is second and subordinate as to Tracts 1 through 4 described above to the deed of trust in favor of The Federal Land Bank of New Orleans dated January 17, 1972, recorded in Land Mortgage Book 137 at page 501 of the records of said County. It is further understood and agreed that if I should fail to pay the indebtedness secured by the lien of said deed of trust in favor of the said Federal Land Bank of New Orleans above described as the same becomes due and payable, the holder and owner of the indebtedness secured hereby, at its option, may pay the same, and any sum or sums so expended shall be secured by this deed of trust.

In the event I shall fail to comply with any of the above undertakings, the holder and owner of the indebtedness secured hereby, at its option, may pay said taxes and any sum or sums so paid, together with any sum or sums which the holder and owner of said notes 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 notes 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.

It is further understood and agreed that any other indebtedness, now or hereafter owing by me or Walls Planting Company to the said Planters Bank of Tunica, Mississippi, whether such other indebtedness be evidenced by note, open account, over-draft, or in any other manner whatsoever, including any indebtedness to the said Planters Bank as joint maker, endorser, security or guarantor, is and shall be secured by this deed of trust the same as if specifically enumerated herein, shall bear interest at the rate of eight per cent (8%) per annum, or at the rate specified in the evidence of such indebtedness, and shall be payable by me on demand, or as specified in the evidence of such indebtedness, and this deed of trust may be foreclosed for the payment thereof as above provided. Unless sooner cancelled of record, this deed of trust shall remain in full force and effect for a period of six (6) years from the maturity of the last maturing installment of the note above described and any and all renewals and extensions thereof, as well as the other indebtedness referred to in this paragraph and renewals thereof.

The said Planters Bank, by its President or Vice-President, or any holder and owner of said notes, at any time, by appointment in writing, may 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 3rd day of April, 1975, my wife, Jane A. Sullivan, joining herein for the purpose of conveying any interest in said property which

she may own, and particularly any homestead interest, and Walls Planting Company, a partnership composed of myself and Robert I. Abbay, III, joining herein for the purpose of conveying any interest in said property which the said Walls Planting Company may own, and particularly any interest as the Lessee of said property.

Warren W. Sullivan

Jane A. Sullivan

WALLS PLANTING COMPANY

By Warren W. Sullivan

Robert I. Abbay, III

STATE OF MISSISSIPPI

COUNTY OF TUNICA

Personally appeared before me, the undersigned authority in and for said County and State, the above named Warren W. Sullivan and Jane A. Sullivan, his wife, each of whom severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 11 day of April, 1975.

Notary Public

My Commission Expires: MY COMMISSION EXPIRES JANUARY 8, 1978

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STATE OF MISSISSIPPI

COUNTY OF ~~TUNICA~~ DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the above named Warren W. Sullivan and Robert I. Abbay, III, the partners in Walls Planting Company, each of whom severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 11 day of April, 1975.

Notary Public

My Commission Expires: MY COMMISSION EXPIRES JANUARY 8, 1978

Filed for record and recorded

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 117 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of April 1975.

Fees $10.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
191 PAGE 140
THIS 25 DAY OF Sept. 1975
H. L. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST made and entered into this 15th day of April, 19 75, by and between Paul F. Coffman and wife, Evenlyn A. Coffman hereinafter called the Grantor(s); Warren Finch hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213, Southaven, Miss. Mississippi, hereinafter called the Beneficiary:

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of NineThousandNineHundredEightyFour DOLLARS ($9984.00) 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 48 monthly installments of $ 208.00 each commencing on the 21st day of May, 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 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 Nesbit District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 121, Lakewood Estates Subdivision in Section 23, Township 2, Range 7, as shown on the record plat of said subdivision i n Plat Book 7, Page 49 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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.

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 of 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 is not required to, obtain such insurance and pay all such taxes and other charges, either in 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 proeerty, 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.

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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. 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 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 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 convenant 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 convenant 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 cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore 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 ue 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.

X Paul F. Coffman
Witness

X Evelyn A. Coffman
Witness

Witness

Witness

STATE OF ~~MISSISSIPPI~~ Tenn.

COUNTY OF ~~DeSoto~~ Shelby

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Paul F. Coffman and wife Evenlyn A. Coffman 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 April 15 day of A.D. 1975

Ellen O. Sullivan

My commission expires:

6/25/75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 127 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 21 day of April 1975.

3.50

H. L. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
252 PAGE 101
THIS 8 DAY OF Nov 1979
H.D. Ferguson
CHANCERY CLERK

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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

Eldo V. Giuntini and wife, Mary E. Giuntini

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. 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 Two Thousand and No/100----------DOLLARS

($ 32,000.00) 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 payable on or before the 15th day of October, 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 22 of Germantown Manor Subdivision, Section "B", situated in Section 21, Township 1, Range 6 West, DeSoto County, Mississippi as appears of record in Plat Book 9, Pages 27 and 28 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, so 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 as herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of April 19 75.

Eldo V. Giuntini

Mary E. Giuntini

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 Eldo V. Giuntini and wife, Mary E. Giuntini who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of April 1975.

My Commission Expires: 5-6-77

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. 21 day of April 1975, and that the same has been recorded in Book 185 Page 124 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of April 1975

5.00 pd

W. D. Ferguson, Clerk

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Paid, Satisfied and Cancelled
This 14 day of [illegible] 19 78
Crest Finance Inc
[illegible]

Attest
[illegible]
Chancery Clerk

DEED OF TRUST

Loan No. 217- 30

Date of Note and this instrument: 4-21-75

LENDER: Crest Finance Inc.

Lender's Address: 72 Center St. Hernando, Ms.

BORROWER and Address: Jerry & Christine Hardaway

4480 Tulane Memphis, Tenn.

TRUSTEE:

(a) Amount of loan (total of payments): $ 985.09

(b) The total amount of finance charge is $ 305.49, being an annual percentage rate of 35.88 %

(c) Schedule of payments: First payment of $ 49.09 due on 6-4-75, with 24 additional monthly installments thereafter of $ 39.00, payable on the same date of each succeeding month, the last payment being due on 6-4-77

(d) The security for this loan is this deed of trust constituting a lien on the following described land and property, situated in Desoto County, Mississippi, described as:
One (1) acre in the shape of a square, situtated in the Northwest Quarter of Section Twenty Nine(29)Township two(2) Range seven(7)West, described as follows:Begin at the extreme Southwest corner of said Yarbroughs home place which is fully described by Partition Deed among Lenton Yarbrough and others, said deed being ofrecord in Book 40, page 198 of the Deed Records of Desoto County, Mississippi and to which full reference is nowmade:Thence East along the North right of way of Nesbit Pleasent Hill road a distance of 210 feet to a point thence north a distance of 210 feet toa point of, thence west and parallel with said Road distan of 210 feet to the point of beginning.

For good consideration, Borrower conveys and warrants as Trustee the property described in (d) above, subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the indebtedness described in (a) and (c) above and any other indebtedness that Borrower owes or shall owe to Lender. If all indebtedness secured hereby shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.

2. Borrower shall pay all taxes and other charges levied against the property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount equal to the balance of the indebtedness due the Lender with a standard mortgagee clause in favor of Lender.

3. Borrower will not abandon property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the property in a condition equal to its present status.

4. Upon Borrower's failure to pay any taxes, insurance premium, or cost of repairs, the Lender may pay the same or make such repairs; and costs thereof will become a part of the debt hereby secured with interest at the highest lawful rate, payable on demand.

5. Borrower shall be in default upon the happening of any of the following events: (a) Default of any obligation secured hereby or in the performance of any covenant contained herein; (b) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; or (c) Upon Lender reasonably deeming itself to be insecure.

6. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable. At the request of Lender, Trustee shall sell the property and land according to Mississippi law. Lender may purchase at such sale. From the proceeds of the sale, Trustee shall first pay the cost of advertising and making the sale, including a reasonable attorney's fee and a reasonable Trustee's fee of 10%; second, he shall pay any necessary expenses in protection of the security; third, he shall pay in the order of their maturity all items of indebtedness secured hereby; fourth, the balance shall be paid to the holder of any subordinate deed of trust; and lastly, any balance shall be paid to the Borrower.

7. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee shall have all authority and powers invested in the original Trustee.

8. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a future occasion.

9. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 21 day of April 19 75

BORROWER

BORROWER

X Jerry D Hardaway
BORROWER

X Christine Hardaway
BORROWER

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named Jerry D. & Christine Hardaway who acknowledged that they signed and delivered the foregoing instrument on the date and year therein mentioned.

Witness my hand and seal of office this 21 day of April, 1975

My Commission Expires My Commission Expires October 10 1976

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. 21 day of April 1975, and that the same has been
recorded in Book 185 Page 132 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and official seal this 21 day of April 1975.

3.50

D. P. Freeman

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 July 19 72, made and executed by K. N. Abele and wife

Mary Jane Abele 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. 145 on page 171

of the Record of Trust Deeds, on the 17th day of July, 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 15th day of April, 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 so do.

Given under my Hand and seal of office this 15th day of April A. D. 19 75

My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-HARTWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 133 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of April 1975.

Fees $2.50

H. P. Ferguson, CLERK

134

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of December 19 72, made and executed by K. N. Abele and wide May Jane Abele 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 151 on page 547 of the Record of Trust Deeds, on the 18th day of December A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 15th day of April, 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. Ballrd, 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 15th day of April A. D. 19 75

My Commission Expires:
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 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 134 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office the 21 day of April 1975.

Fees $ 2.50

H. L. Ferguson, CLERK

135

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 Jan. 19 74, made and executed by K. N. Abele and wife

May Jane Abele 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. 170 on page 114

of the Record of Trust Deeds, on the 14th day of January, A. D. 19 74, is now fully paid

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

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 15th day of April, 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eleis 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 15th day of April A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

Eleis M. Barbee

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

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

30 minutes A. M. 21 day of April 1975, and that the same has been

recorded in Book 185 Page 135 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 21 day of April 1975.

Fees $ 2.50

H. P. Ferguson, CLERK

136

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

City Savings Bank of Pittsfield

of Pittsfield, Massachusetts , that certain Deed of Trust executed by

Billy Joe Melton and wife, Diane K. Melton

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 14th day of February, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 183 at Page 297 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 $ 26,900.00 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 16th day of April, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
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 16th day of April, 1975

My Commission Expires Aug. 2, 1978

_____
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. 21 day of April 1975, and that the same has been recorded in Book 185 Page 136 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 21 day of April 1975.

2.50

H. P. Ferguson, Clerk

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 18th day of April 19 75
by and between Bruce Alton Crill and wife, Nora May Crill

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee, of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven
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 Six Thousand Nine Hundred Fifty One and 60/100---------- DOLLARS ($ 6,951.60), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

In 60 equal monthly installments of $115.86 each, the first installment due on or before May 20, 1975, with like installments due the 20th day of each month thereafter until paid in full.

said note bearing interest from maturity at the rate of 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, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lot 259, Section "B" of Buena Vista Lakes Subdivision as shown on the plat appearing of record in plat book 5, pages 10-11 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.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

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 mentiond 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 trustees 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 indebtdeness 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.

Bruce Alton Crill

Nora May Crill

140

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Bruch Alton Crill and wife, Nora May Crill

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 April, 19 75.

O B Bridgforth
Notary Public

My Commission expires 9-26-78

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

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 day of , 19

Notary Public

My Commission expires

LAND
Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
County.

I certify that this Deed of Trust was filed for record in my office at o'clock M., on the day of 19 and was duly recorded the day of 19 on page Book No. in my office. Witness my hand and seal of office this day of 19

Chancery Clerk.
D. C.

5.00 ✓

RETURN TO:
W. F., R., & E., LTD.
P. O. BOX 243
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. 21 day of April 1975, and that the same has been recorded in Book 185 Page 137 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of April 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK
472 PAGE 3
THIS 18th DAY OF May 19 89
W. E. Davis
Chancery Clerk
by D. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate Trust Book
No. 186 Page 373
This the 6 day of June 1975
D. D. Ferguson Clerk

141

VA Form 26-6312 (Home Loan)
Revised December 1968. 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 17th day of April, 19 75, by and between

ROY D. MORGAN and wife, JAMIE M. MORGAN,

, hereinafter called the Grantor; David G. Williams and William F. Herbers, hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS

, a corporation organized and existing under the laws of the United States of America, having its principal office and post-office address at 165 Madison Avenue, Memphis, Tennessee, 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 365, Section B, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Included in this conveyance are the wall to wall carpets in the hall, bedrooms and closets therein, which are, and shall be deemed to be, fixtures and a part of the realty described above, and are a portion of the security for the indebtedness described herein.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND AND NO/100----- Dollars ($28,000.00), with interest from date at the rate of Seven and 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of First National Bank of Memphis, 165 Madison Avenue in Memphis, Tennessee , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred and 76/100 Dollars ($ 200.76), commencing on the first day of June , 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 May , 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 Beneficiaries 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 (1.0 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Roy D. Morgan
ROY D. MORGAN

Jamie M. Morgan
JAMIE M. MORGAN

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named Roy D. Morgan and Jamie M. Morgan, his wife, who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 17th day of April, 1975.

B Bridges
Notary Public

My Commission expires:
9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 141 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of April 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 9th day of April 19 74, made and executed by Henry B. Bassi and wife, Betty C. Bassi 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 173 on page 535 of the Record of Trust Deeds, on the 11th day of April, 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, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Nolan Ruffin 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 9th day of April A. D. 1975

My Commission Expires Nov. 24, 1975

Linda O. Perry

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 145 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of April 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Coahoma National Bank, Southaven Branch of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 9th day of July 19 74, made and executed by Clarence A. Totty and wife, Nancy J. Totty, of Memphis, Tennessee to Coahoma National Bank, Southaven Branch, Southaven, Mississippi, 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 352 of the Record of Trust Deeds, on the 12th 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.

DATED this 16th day of April, 1975. COAHOMA NATIONAL BANK
SOUTHAVEN BRANCH

By: [signature] (Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public of Coahoma National Bank, Southaven Branch 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 18th day of April A. D. 19 75.

My Commission Expires: [illegible] [signature] NOTARY PUBLIC

LAWYERS-GARRWOOD 41944

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 146 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of April 1975.

Fees $2.50 pd.

H. L. Ferguson, CLERK

Deed of Trust

THIS DEED OF TRUST made and entered into on this the _____ day of _____, 19___, by and between Twin Lakes Baptist Church, a Mississippi Corporation Walls, Mississippi of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT Trustee, of the second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING & SAVINGS ASSOCIATION (A Mississippi Corporation) of Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of EIGHTY-TWO THOUSAND AND NO/100 DOLLARS ($ 82,000.00), evidenced by one certain promissory note of even date herewith, payable to said Beneficiary;

One promissory note in the face amount of $82,000.00, with interest thereon from date at the rate of 10% per annum. Principal and interest are due and payable on or before twelve (12) months. Note provides for prepayment, and, also, for attorney's fees and all costs in event of default and if the note is placed in the hands of an attorney for collection.

said note or notes bearing interest from date 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, lying and being situated in the City or Town of _____ District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

BEGINNING at the intersection of the East R. O. W. of Twin Lake South Drive and the South R. O. W. of Mail Rd.; thence run S 89 degrees 59 minutes 30 seconds along the said South R. O. W. of Mail Rd. a distance of 600.19 feet to the intersection of the South R. O. W. of Mail Rd. and the West R. O. W. of Natchez Circle; thence run S 19 degrees 59 minutes 30 seconds W along the said R. O. W. of Natchez Circle, a distance of 83.35 feet to a point; thence continuing southwardly along the said West R. O. W. of Natchez Circle run a distance of 116.07 ft. to a point; thence continuing S 34 degrees 10 minutes 35 seconds E along the said West R. O. W. of Natchez Circle run 90.74 ft. to the Northeast corner of Lot 360 Twin Lakes Subdivision, Sec. E; thence run S 55 degrees 49 minutes 25 seconds W along the Northernmost line of said Lot 360 a distance of 148.893 ft. to a point; thence S 86 degrees 30 minutes 17 seconds W a distance of 327.981 ft. to a point on the E R. O. W. of Twin Lakes Drive South; thence run northwardly along the East R. O. W. of Twin Lakes Drive South a distance of 175.22 ft. to a point; thence run N 24 degrees 47 minutes 00 seconds W along the E R. O. W. of Twin Lakes Drive South a distance of 238.04 ft. to the point of beginning, being in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi.

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 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 an 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, 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 paid 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, and 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 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 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, the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of the indebtedness, be declared due and payable.

Sixth: When any payment shall be made to beneficiary, by the grantors herein, the said beneficiary, or 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 specificially 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 grantors and the beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor on 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.

Eighth: The attorney's fees provided for in the above described note or 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 note or 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 need of trust.

Ninth: 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 ~~ten~~ per centum 10%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and 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.

Tenth: The beneficiary, or any owner or holder of the note or notes 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 owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of 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.

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 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 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 said 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 per cent. (10%) 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.

TWIN LAKES BAPTIST CHURCH

ATTEST:

BY: J. L. Sullivan

Herbert G. Norton

Larry C. Holland

Trustees

Mrs. Cheryl Holland
Secretary

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STATE OF ~~MISSISSIPPI~~ TENN

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

PERSONS

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 APRIL 19 75

Robert L Estep

Notary Public

My Commission expires 9-11-78

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J.L. Sullivan, Herbert G.Norton, Larry C. Holland and Mrs. Cheryl Holland

who severally acknowledged that they are Trustees and Secretary respectively of

Twin Lakes Baptist Church 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 22nd day of April 1975

Robert L Estep

Notary Public

My Commission expires 9-11-78

LAND
Deed of Trust

FROM

TO

Filed for Record the ___ day of ___ 19___, at ___ o'clock ___ M.

Chancery Clerk.

STATE OF MISSISSIPPI, } Chancery Court.
___ County.

I certify that this Deed of Trust was filed for record in my office at 11 o'clock A M. on the 22 day of April 19 75 and was duly recorded the ___ day of ___ 19___ in Book No. ___ at Page No. ___ in my office.

Witness my hand and seal of office this ___ day of ___ 19___

Chancery Clerk.

D. C.

STATE OF CLERK'S FEES

For recording ___ words at 15c per 100, $

Taking Acknowledgment

Certificate of Seal

Total

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 147 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Lot 1, Hickory Hollow S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Ben Smith Engineering Co., Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 180 at Pages 309 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 18th day of April, 19 75.

WORTMAN & MANN, INC.
Mortgage Loan Division

BY: Don Barkley
Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 18th day of April, 19 75.

Sarah B. Hubbard
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 30 minutes A M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 157 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 3.50 pd. Seal H. W. Ferguson, Clerk

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ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign, and deliver unto Security Bank of Southaven, Southaven, Mississippi, that certain Deed of Trust executed by Mark R. Loyd to D. B. Bridgforth, Jr., Trustee for the use and benefit of A. V. Shannon, Beneficiary, on the 17th day of April, 1972, encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 141, Page 87, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all my 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 $95,000.00, thereby secured.

IN WITNESS WHEREOF the undersigned has caused this Assignment to be executed on the 17th day of April, 1975.

A. V. Shannon

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. V. Shannon who acknowledged that he signed and delivered the above and foregoing Assignment as his free act and deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 17th day of April, 1975.

Bobbie M. Braswell
Notary Public

My Commission expires:
My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for recording at 2 o'clock 10 minutes P M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 152 records of REAL ESTATE TRUST DEEDS of said county.
Witness my hand and seal this the 22 day of April 1975.
Fees $ 3.00 pd.

SEAL W. H. Ferguson CLERK

FULLY SATISFIED THIS 12 DAY OF July UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, BY Jean P. Briggs COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 10 F.R. 74, 75; 20 F.R. 4125 20 F.R. 4125

ATTEST: W.A. Ferguson, Clk
By O.O. McClain D.C.

Subordination
Assignment of this Instrument Recorded in Real Estate T/O Book No. 246 Page 96 This the 19 day of July 1979
W.A. Ferguson Clerk

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USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 17, 1975, *(Date)*

by and between the undersigned

CARTHEL TODD and wife, VERNA LEE TODD,

residing in DeSoto County, Mississippi, whose post office address is Route 3 - Hernando, Mississippi 38632,

grantor(s), herein called "Borrower," and

Aaron R. Goolsby,

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 17, 1975	$59,900.00	Five (5)	April 17, 1980

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

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

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

DeSOTO

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Property Description

TRACT I - The Southwest Quarter of Section 14, Township 3 South, Range 7 West, DeSoto County, Mississippi, containing 160 Acres, more or less, and being the same land sold to R. L. Redding by T. L. McGaha by deed of record in Book 17, Page 585 in the Office of the Chancery Clerk of said county;

- AND -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

✓ Carthel Todd
Carthel Todd

✓ Verna Lee Todd
Verna Lee Todd

STATE OF MISSISSIPPI
COUNTY OF DeSOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named CARTHEL TODD and VERNA LEE TODD, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 17th day of April, 1975.

(SEAL)

Mark L Hays
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: June 3 1979
My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 40 minutes P M. 24 day of April 1975, and tht the same has been recorded in Book 185 Page 153 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of April 1975.
Fees $5.00 pd. SEAL D. A. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Est T/D Book No. 335 Page 240 This the 3 day of April 1985
H. D. Ferguson Clerk
DS

Assignment of this Instrument Recorded in Real Estate T/D Book No. 299 Page 705 This the 5 day of July 1983
H. D. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of APRIL, 19 75, among the Grantor, JOHNNY Q. GRISSOM and wife, SARA J. GRISSOM, (a/k/a Sara Jo Grissom), (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 Horn Lake, 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:

Lying and being situated in Section 18, Township 3 South, Range 9 West, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 188 of Woodland Lake Subdivision as shown on plat appearing of record in Plat Book 1, Pages 15-A, 15-B and 15-C, 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; said property being located in Section 18, Township 3, Range 9.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1159 PAGE 311 THIS 25th DAY OF October 19 99.
W. E. Davis
CHANCERY CLERK
by: P. Stanberry DC

(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 Thirty Six 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 May 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Johnny Q. Grissom
JOHNNY Q. GRISSOM —Borrower

Sara J. Grissom
SARA J. GRISSOM —Borrower

Route 1

Hernando, Mississippi 38632
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 JOHNNY Q. GRISSOM and wife, SARA J. GRISSOM, 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 21st day of APRIL, A.D., 19 75.

My Commission expires: 4-3-75
My Commission Expires April 3, 1978

Thalia B. Hays
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. 21 April 19 75 and that the same was recorded in Book No.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P M. 21st day of April 1975, and that the same has been recorded in Book 185 Page 157 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 5.00 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1228 PAGE 569
THIS 13 DAY OF July, 2000
W. E. Davis
CHANCERY CLERK
By M. Cain, DC

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1215 PAGE 610
THIS 25th DAY OF May, 2000
W. E. Davis
CHANCERY CLERK
by J. Blakey DC

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DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of April, 1975, among the Grantor, LARRY A. ROPER and wife, VICKY S. ROPER (herein "Borrower"), DAVID G. WILLIAMS and WILLIAM F. HERBERS (herein "Trustee"), and the Beneficiary, FIRST NATIONAL BANK OF MEMPHIS, a corporation organized and existing under the laws of State of Tennessee, whose address is (herein "Lender").

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

Lot 16, 17 and 18 in Section "A", PRYNE SUBDIVISION, as recorded in Plat Book 5, Page 31 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

BEGINNING at the point of intersection of the south line of Barrett Street with the west line of Alene Road, said point being the Northeast corner of Lot 18; thence South, along the West line of Alene Road, a distance of 229.2 feet; thence West, along the South line of Lots 18, 17 and 16 a distance of 550.-0 feet to the Southeast Corner of Lot 15; thence North along the line between Lots 15 and 16, a distance of 227.9 feet; thence East along the South line of Barrett Street, a distance of 550.0 feet to the point of beginning, said property being located in Section 28, Township 1, Range 7 West,

This Instrument being rerecorded for the purpose of adding the Section, Township and Range.

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 $55,000.00 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, 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 accelefate 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.

Larry A. Roper —Borrower

Vicky S. Roper —Borrower

Vicky S. Roper

Star Route # 1, Barrett Road

Southaven, Mississippi
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 LARRY A. ROPER and wife, VICKY S. ROPER who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 11th day of April A.D. 19 75.

My Commission expires: June 25, 1975

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

Agency responsible for payment of taxes:
First National Bank of Memphis
Box 84
Memphis, Tennessee 38101

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 161 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of April 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

165

3-500132

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 409 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 17th day of April, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
JACKSON, MISSISSIPPI, a Corp.

BY: _____
A. J. Stone, Jr.

BY: _____
Jim White

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named A. J. Stone and Jim White, personally known to me to be the Vice President 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 17th day of April A.D., 19 75.

_____
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 408

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 165 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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Lot 1057, Sec. A, Southaven West

FULL RELEASE OF TRUST DEED

The undersigned hereby declares that it was the true and lawful holder and owner at the time of payment of the entire indebtedness fully described in and secured by a Trust Deed from Donna J. Turner to Arthur E. Huggins, Trustee, of record in Book No. 163, Page 246 of the Register's Office for Desoto County, Mississippi ~~Tennessee~~, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness and the satisfaction and discharge of said Deed of Trust.

In Witness Whereof, it has caused this instrument to be executed on this the 15 day of April, 1975.

Associates Capital Corp.

By: J. M. Howard Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Carolyn J. Walling, a Notary Public in and for said County and State, J. M. Howard, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Vice President of the Associates Capital Corp. the within named bargainor, a corporation, and that he as such Vice President and delivered being authorized to do so, 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 official seal at office on this the 17 / 6 day of April, 1975.

Carolyn J. Walling
Notary Public

My Commission expires 7-24-77

ACC-CCC — 70

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P M. 21 day of April 1975, and that the same has been recorded in Book 185 Page 166 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $2.50 pd.

H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 9 day of May 19[illegible]
The Hernando Bank
By B.P. Crosby Jr. Assistant Cashier
Attest
D.H. Ferguson
Chancery Clerk By D.H. McClain D.C.

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LESLIE DOUGLAS, ET AL, GRANTORS)
)
)
TO) DEED OF TRUST
)
)
THE HERNANDO BANK, BENEFICIARY)

This indenture made this 18 day of April, 1975 between Leslie Douglas and wife, Lolly Douglas, Mary Helen Douglas and Cathy Ann Douglas called First Party and The Hernando Bank called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Nineteen Thousand Five Hundred and No/100 ($19,500.00) Dollars, evidenced by one promissory note of even date bearing ten percentum (10%) interest due and repayable in sixty (60) equal amortized monthly installments of Four Hundred Fourteen and 32/100 ($414.32) Dollars, the first installment due May 20, 1975 and one installment due monthly thereafter until paid in full, with each installment to be applied first toward accrued interest and the balance toward reduction of principal, and the First Party having agreed to secure the prompt payment of the same when due:

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

A part of the Southwest Quarter of Section 25, Township 2 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as beginning at a point in the West line of Section 25, Township 2 South, Range 8 West, said point being 267 feet north of the intersection of said Section line and the east right of way of the Illinois Central Railroad, also being the Northwest corner of the Douglas Manufacturing Corporation 2.5 acre tract; thence North 4° 40' West along said Section line 461.48 feet to an iron pin; thence North 85° 20' East 250.57 feet to a point in the center of a drainage ditch; thence South 1° 05' 05" East along the center of said ditch 462.08 feet to the Northeast corner of the said Douglas Manufacturing Corporation tract; thence South 85° 20' West along the North line of said tract 221.71 feet to the point of beginning and containing 2.5 acres, more or less. All bearings are magnetic. But LESS AND EXCEPT a reservation of 1/2 of the oil, gas and minerals reserved by Deed of record in Deed Book 35, page 5 in the office of the Chancery Clerk of DeSoto County, Mississippi and further subject to a 25 foot right of way to DeSoto County, Mississippi as of record in Warranty Deed Book 110, page 499, all 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 holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

First party covenants with Second Party to maintain fire and extended coverage insurance on any buildings located on said land

during the life of this trust deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

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

WITNESS our signatures this the date written above.

Leslie Douglas

Lolly Douglas

Mary Helen Douglas

Cathy Ann Douglas

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 Leslie Douglas and wife, Lolly Douglas and Mary Helen Douglas and Cathy Ann Douglas, who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 18 day of April, 1975.

Notary Public

My commission expires:
My Commission Expires Jan. 7, 1978

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A. M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 167 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DE SOTO COUNTY

HERNANDO, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by REEVES-WILLIAMS, INC. to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 21st, 19 74, and duly recorded in Book 175 at Page(s) 473 of your records.

WITNESS the signature of the corporation, this the 15th day of April, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W S Weems
W. S. Weems, Senior Vice President

ATTEST:

Jerry Jackson, 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 Jerry Jackson, known to me to be the Senior Vice President, and 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 15th day of April, A.D., 19 75.

Carrie N. Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 169 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 242 PAGE 415 THIS 10 DAY OF May 1979
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Billy Joe Price, Et ux

To { DEED OF TRUST
Jackie F. Langston

THIS INDENTURE, Made this 14 day of April, 19 75
between Billy Joe Price and wife, Patricia B. Price
of the first part,
and Jackie F. Langston
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part of the second part in the sum of One Thousand Five Hundred Dollars ($1,500.00) bearing interest at the rate of 8% per annum, being due and repayable in 240 equal amortized monthly installments of $12.55 each, commencing May 15, 1975 with like installments on the 15th day of each month thereafter until paid in full

and [illegible]

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies paid by Dwight K. Luter 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: [illegible]

Lot #40 in Section "B", Smokey Hollow Farms, Subdivision, Section 33, Township 3, Range 5 West, Desoto County, Miss. as shown by plat of record in Plat Book 9, Page 13 in the Office of the Chancery Court 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 the 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 at the option of the owner and holder of the note.

This is a second lien deed of trust, second and subordinate to that certain indebtedness to Bailey Mortgage Company.

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 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 of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part of the second part assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness the signature s the date written above.

Witness

Billy Joe Price

Patricia B. Price

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Billy Joe Price and wife, Patricia B. Price 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 14th day of April, 19 75

My commission expires: (SEAL) 9-25-78

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 170 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven, Mississippi

DEED OF TRUST

LOAN NO. 12111
AMOUNT OF LOAN 6219.82
AMOUNT OF INTEREST 5060.18
AMOUNT OF SERVICE CHARGE -0-

THIS DEED OF TRUST, made and entered into this 18th day of April, 19 75 by and between Samuel T. Lewis, and wife, Mary P. Lewis his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services having his principal office and post office address at Stateline Rd. (Street) Southaven (City) Mississippi (State) hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Eleven thousand two hundred eighty Dollars ($ 11,280.00), evidenced by a Loan Agreement and/or promissory note,* hereinafter referred to as "Note", dated 4-18-75, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 60 monthly installments of $ 188.00 commencing on the 24 day of May, 19 75 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 2160, Section J, Southaven West Subdivision, in Section 22 and 23, Township 1 South, Range 8 West, as per plat there of recorded in Plat Book 4, Pages 2 and 3, in the office of the Chancery Clerk, DeSoto County Mississippi

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment now or hereafter connected therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse as which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein, and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent of the letter of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges accruing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all, and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from 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.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

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Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

Samuel T. Lewis (L.S.)
Signature of Grantor

Mary P. Lewis, being same person (L.S.)
Signature as Linda P. Lewis

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Samuel T. Lewis and Mary P. Lewis his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 18th day of Friday, A.D. 19 75.

(SEAL)

Notary Public

My Commission Expires August 23, 1975

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 171 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven, Mississippi

DEED OF TRUST

LOAN NO. 12112
AMOUNT OF LOAN 8,935.09
AMOUNT OF INTEREST 6,184.91
AMOUNT OF SERVICE CHARGE -0-

THIS DEED OF TRUST, made and entered into this 21st day of April, 19 75, by and between John Donald Brewer and Linda Bragg Brewer his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services having his principal office and post office address at 1547 Stateline Rd. (Street) Southaven (City) Mississippi (State), hereinafter called the Beneficiary.

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Fifteen thousand one hundred twenty Dollars ($15,120.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated 4-21-75, hereinafter payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 60 monthly installments of $ 252.00 commencing on the 25th day of May, 19 75, and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 1305, Section C, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West as per plat thereof recorded in Plat Book 2, pages 50 and 51 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER WITH all buildings and improvements now or hereafter erected [illegible]

CANCELED BY AUTHORITY RECORDED IN BOOK
223 PAGE 310
THIS 6 DAY OF April 1978
H. L. Ferguson
CHANCERY CLERK

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting offi notice thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any regular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not, and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from 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.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees, and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for defaults in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

23-0479 (REV. 7-74)

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

John Donald Brewer (L.S.)
Signature of Grantor
John Donald Brewer

Linda Bragg Brewer (L.S.)
Signature of Grantor
Linda Bragg Brewer

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named John Donald Brewer and Linda Bragg Brewer, his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 21st day of April A.D. 19 75.

(SEAL)

Virginia Bellyeu
Notary Public

My Commission Expires August 22, 1975

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 22 day of April 1975, and that the same has been recorded in Book 185 Page 172 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

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APPOINTMENT OF SUBSTITUTED TRUSTEE

By virtue of the authority vested in CHARLES F. JOHNSON and wife, CHARLENE JOHNSON, in a certain Deed of Trust given by DONALD E. SIMMONS and wife, BEVERLY SIMMONS, to George S. McIngvale as Trustee for Charles F. Johnson and wife, Charlene Johnson, said Deed of Trust dated August 28, 1974, which Deed of Trust is recorded in Trust Deed Record 179, Page 132, in the office of the Chancery Clerk of DeSoto County, Mississippi, the said Charles F. Johnson and wife, Charlene Johnson, now being the owner of the indebtedness and holder of the note secured by the Deed of Trust, hereby appoints and substitutes Edwin C. Hardin as Trustee, instead of George S. McIngvale named in said Deed of Trust.

This the 18 day of April, 1975.

Charles F. Johnson

Charlene Johnson

STATE OF
COUNTY OF

PERSONALLY appeared before me this day, the undersigned notary public in and for the above stated jurisdiction, the within named Charles F. Johnson and Charlene Johnson, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my hand and seal of office, this the 18 day of April, 1975.

My Commission expires:

Notary Public

MY COMMISSION EXPIRES SEPT. 4, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 53 minutes A M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 174 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 118
THIS 27 DAY OF April 1976
CHANCERY CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

K.N. Abele, et ux,
Grantors

To { DEED OF TRUST

William F. Hagan, Trustee for The Hernando Bank,
Beneficiary

THIS INDENTURE, Made this 14th day of April 19 75
between K.N. Abele and wife, Mary Jane Abele, parties
of the first part,
and The Hernando Bank, Hernando, Mississippi, 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 Sixty seven thousand five hundred dollars ($67,500.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 9% per annum from date, due and payable on or before October 11, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the ~~year~~ life of this trust deed not to exceed $32,500.00 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 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 ~~-----~~ now ~~be~~ on hand; and all the rights of every kind to be given by ~~-----~~ said family, or any hand working with or under ~~-----~~, either as laborer or tenant or otherwise, during the year 19 ~~--~~ on the land that ~~-----~~ may cultivate or cause to be cultivated, or landlord interest and all ~~-----~~ farming implements of every kind and

Commence at the southwest corner of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 5° 30' west 561.67 feet to a point in the centerline of Malone Road; thence north 84° 50' east 40 feet to a stake in the east line of Malone Road, said stake being the point of beginning; thence north 84° 50' east 2644.0 feet to a stake; thence north 5° 27' west 1088.33 feet to a stake; thence south 84° 50' west 2645.6 feet to a stake in the east line of Malone Road; thence south 5° 30' east 1088.33 feet along the east line of Malone Road to a stake; said stake being also the point of beginning and containing 66.09 acres.

Should the Trustee at any time believe said property, or any part thereof, endangered as 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 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 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.
Witness

K.N. Abele

Mary Jane Abele

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named K.N. Abele and wife, Mary Jane Abele 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 April 19 75

MY COMMISSION EXPIRES: (SEAL)
My Commission Expires: Dec. 7, 1978

Eileen B. Barber
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me ~~-----~~ of said County, this day personally appeared the above named ~~-----~~ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named ~~-----~~ whose name ~~-----~~ subscribed thereto, sign and deliver the same to the said Trustee that he this deponent subscribed

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 175 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $2.50 pd.

H. L. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 21 day of April 19 75

between James Medley and wife, Shirley J. Medley

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 Sixty One Hundred, Sixteen and 40/100 Dollars ($6,116.40) evidenced by a promissory note of even date and amount, due and repayable in 36 monthly installments of $169.90 each, beginning June 5, 1975, with one installment of $169.90 due on or before the 5th day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of 6% per annum

life of this instrument

and any further amount that the party of the second part may furnish the party of the first part during the year ~~19~~ not to exceed

George S. McIngvale and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part 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 Northeast~~ ~~Quarter of Section~~ ~~and~~ all the crops of every kind ~~or~~ hereafter ~~and~~ ~~family~~ ~~horses~~ ~~mules~~ ~~work~~ with ~~or~~ ~~under~~ ~~either~~ ~~or~~ ~~both~~ ~~hereby~~ ~~or~~ ~~hereafter~~ ~~to~~ ~~otherwise~~ during the year ~~19~~ ~~and~~ ~~that~~ ~~same~~ ~~shall~~ ~~be~~ ~~considered~~ ~~as~~ ~~landlord~~ ~~as~~ ~~long~~ ~~as~~ ~~any~~ ~~of~~ ~~said~~ ~~rent~~ ~~is~~ ~~unpaid~~ and

1 Acre in the northwest quarter of Section 4, Township 4, Range 7 West described as beginning at the southwest corner of the northwest quarter of said Section 4; thence east a distance of 104.375 feet to a point; thence north a distance of 417.5 feet to a point; thence west a distance of 104.375 feet to a point; thence south a distance of 417.5 feet to the point of beginning and containing 1 acre, more or less and being the west half of the tract of land conveyed by Stanley Brister, et ux to Troye S. Looney by warranty deed recorded in Book 67, page 163 of the deed records of DeSoto County, Miss.

This trust deed is in renewal and extension of Trust deed dated February 7, 1972, recorded Book No. 138, page 282, and Trust Deed dated April 23, 1973, recorded Book No. 158, page 11, Real Estate Records of DeSoto County, Miss.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as specified above 19 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.

James Medley

Shirley J. Medley

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named James Medley and Wife, Shirley J. Medley 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 22 day of April 1975

(SEAL)

My Commission Expires May 7, 1977

Burrel B. Scott Clerk

By Notary Public D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 55 minutes A M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 176 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $ 2.50 pd.

H. L. Ferguson, CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receint , 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

Russell Callahan, Jr. and wife, Laura Louise Callahan

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 31st day of March, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 367 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 $ 28,000.00 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 21st day of April, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: Charles M. Kelly
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 21st day of April, 1975

My Commission Expires Aug. 8, 1975

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 55 minutes A M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 177 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of April 1975.

Fees $2.50

H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE
THIS DAY OF 19
CHANCERY CLERK

T. E. Swindoll 16-18216-1-5

FOR THE CONSIDERATIONS hereinafter mentioned, and to secure the payment of the indebtedness and the faithful performance of the covenants hereinafter described, I/we do hereby transfer, assign, sell, convey and warrant unto H. T. ODOM who is hereby appointed trustee with full power and authority to execute this trust, the following described property lying and being situated in TUNICA COUNTY AND DESOTO COUNTY County, State of Mississippi, to-wit:

(A)

The following described land in Tunica and DeSoto Counties, Mississippi, being the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Three (3) South, Range Ten (10) West in Tunica County, Mississippi, and a portion of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) South, Range Nine (9) West in DeSoto County, Mississippi, and a portion of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Nineteen (19) in Township Three (3) South, Range Nine (9) West in DeSoto County, Mississippi, all of said land being more particularly described as follows:

Beginning at the Southeast corner of Section Thirteen (13), Township Three (3) South, Range Ten (10) West in Tunica County, Mississippi, and run thence along the South line of said Section South 89 degrees 49 minutes 24 seconds West 2,659.01 feet to a concrete post recognized as the Southwest corner of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Three (3) South, Range Ten (10) West; thence along the West line of said quarter section North 00 degrees 20 minutes 36 seconds West 2,576.02 feet to an iron pin; thence along the North line of said quarter section North 89 degrees 49 minutes 24 seconds East 2,659.01 feet to an iron pin; thence along the North line of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) South, Range Nine (9) West, North 89 degrees 49 minutes 24 seconds East 1,516.02 feet to a nail set in Kelly Road; thence along said road with the following calls: South 12 degrees 13 minutes 9 seconds West 82.10 feet; thence South 18 degrees 49 minutes 46 seconds West 305 feet; thence South 22 degrees 55 minutes 56 seconds West 282.31 feet; thence South 01 degree 42 minutes 35 seconds East 335.15 feet to a nail set in said road; thence along a private road with the following calls: South 12 degrees 9 minutes 18 seconds West 332.45 feet; thence due South 670.00 feet; thence South 11 degrees 50 minutes 36 seconds West 578.76 feet to an iron pin; thence South 26 degrees 46 minutes 31 seconds East 117.66 feet to an iron pin; thence South 02 degrees 50 minutes 9 seconds West 853.65 feet to an iron pin; thence South 14 degrees 00 minutes 21 seconds West 691.80 feet to an iron pin; thence along Battle Ewing's North line North 79 degrees 39 minutes 44 seconds West 946.27 feet to a concrete post; thence along the West line of Section Nineteen (19), Township Three (3) South, Range Nine (9) West North 00 degrees 20 minutes 36 seconds West 1,403.8 feet to the point of beginning, containing 269.25 acres, more or less, of which 157.25 acres lie in Tunica County, with the remainder being in DeSoto County, and with all bearings referenced to true North.

Subject to rights of way and easements for public roads, public utilities, and drainage canals as now located on said land or shown of record.

Signed for Identification with Deed of Trust Dated April 2, 1975

T. E. Swindoll

Eloise Swindoll

CANCELLED BY AUTHORITY RECORDED IN BOOK
213 PAGE 713
THIS 16 DAY OF Feb. 19 78
H. T. Ferguson
CHANCERY CLERK

(B) Also the entire interest of the grantor or grantors, herein, and any and all of them, now owned or hereafter acquired, in any and all crops of cotton, corn, hay, and any and all agricultural products of any and all kinds whatsoever, including cottonseed grown and to be grown by said grantor, or grantors, and any and all of them, and by any and all tenants, croppers, share-hands, laborers and other employees of grantors herein, and any and all of them, during the year 19_____ on any and all of the lands hereinabove described; and on any and all lands cultivated or controlled by the grantors, or any of them, elsewhere in said County; and together with all the rents, issues, and profits arising from or growing out of any and all of the above described property; and in case no specific lands are described immediately preceding this paragraph, then on any and all lands cultivated or controlled by the grantors, or any of them anywhere in said County.

(C) Also the following live-stock and other personal property:

(a) _____ horses and _____ mules; said horses and mules being now owned by and in the possession, or under the control of grantors herein, or some of them, on the aforesaid described lands; and also any and all other horses, mules, cattle, hogs, and other live-stock now owned by and in the possession or under the control of grantors herein, or any of them, and now on said above described lands, or used in or about the operation thereof, or in connection therewith, or elsewhere in said County, and any and all horses, mules, cattle, hogs, and other live-stock of any and all kinds whatsoever which may be acquired by grantors herein, and any and all of them, within one year from the date of this instrument for use upon or in connection with the lands hereinabove described, or other lands in said County, and/or all crops hereby conveyed; it being the intention hereof to convey the entire right, title, and interest of the grantors herein, and any and all of them, in and to all live-stock of any and all kinds whatsoever now or within 12 months hereafter located on or used in the operation of or in connection with the lands hereinabove described or other lands in said County, and/or the crops hereby conveyed.

(b) Also all trucks, automobiles, wagons, harness, gear, plows, tractors, and other farming implements and utensils of any and all kinds whatsoever now owned by and in the possession or under the control of grantors herein, and any and all of them, and located on or used in the operation of or in connection with any part of the lands and crops hereinabove described, or elsewhere in said County; and other farming implements and utensils of any and all kinds whatsoever which may be acquired by grantors herein, or any of them, within one year from the date of this instrument, for use upon or in connection with any part of the hereinabove described lands and crops, or elsewhere in said County.

(c) Also all notes, accounts and other debts and the evidences thereof, together with all liens and encumbrances by which the same may be or become secured, growing out of or arising from any and all advances or sales of property heretofore made, or which may be made within one year from the date of this instrument by the grantors herein, or any of them, to any and all tenants, croppers, sharehands, laborers and other employees on the lands above described, or elsewhere in said County, or in connection with any crops hereby conveyed.

(d) Also the following collateral, to-wit:

All amounts due or to be received by me in connection with or arising from my 19_____ - _____ acreage reduction contract with the Department of Agriculture, including rental, parity, exemption certificates, and any and all other amounts or benefits, are hereby transferred and assigned to Staple Cotton Discount Corporation.

Also, all amounts due or to be received by me/us from the Department of Agriculture, or other Governmental Agency, in connection with or arising from Crop Insurance during the current crop year.

Also all amounts due or to be received by me/us in connection with or arising from the Reserve Fund of Staple Cotton Cooperative Association, heretofore or hereafter created. Staple Cotton Cooperative Association is hereby authorized and directed to pay said Reserve Fund, when payable, direct to Staple Cotton Discount Corporation.

(E) The joint and several interest of the grantors in all of the above described property is hereby conveyed, as well as the right, title and interest therein that may be held by any partnership in which the grantors, or any of them, are interested as partners.

(F) IN TRUST HOWEVER, And upon the following conditions, to-wit:

(1) To secure the payment of my/our indebtedness to STAPLE COTTON DISCOUNT CORPORATION

GREENWOOD, MISSISSIPPI

in the sum of TWELVE THOUSAND SIX HUNDRED THIRTY-ONE & 00/100 ---------- DOLLARS, evidenced by ONE promissory note (s) of even date herewith, bearing interest at the rate of 10 per cent per annum from the date thereof, all conditioned for the payment of ten per cent on the amount thereof as attorney's fees if placed in the hands of an attorney for collection, as follows, to-wit:

ONE NOTE FOR $12,631.00 DUE ON DEMAND AFTER NOVEMBER 15, 1975

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, 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, endorsement, guaranty or otherwise.

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Should any indebtedness secured by this deed of trust become owned by or pledged to the Federal Intermediate Credit Bank of New Orleans as security, then said indebtedness, to the extent of the ownership and/or interest of the Federal Intermediate Credit Bank of New Orleans, its successors and assigns, shall be secured by a prior lien on the property therein conveyed and be paid by preference and priority out of the proceeds of the sale thereof over any other indebtedness hereby secured.

And also to secure any amounts paid by the holder of any indebtedness secured hereby to protect the above described security in insurance, taxes or other liens, on which amounts I/we agree to pay interest at the rate of eight per centum per annum.

(2) The beneficiary and/or holder hereof shall at all times have the right to stop further advances, and at its option to mature the indebtedness at any time when, in its judgment the proceeds from the sale of the cotton conveyed by this instrument will probably be insufficient to pay in full the indebtedness secured hereby or when in its judgment the security is endangered either by default of the borrower or by fortuitous event, such as freeze, flood, etc., such examples being illustrative and not inclusive.

(3) Any and all sums of money, or other valuable things which may be hereafter advanced by the beneficiary and/or the holder of the indebtedness secured hereby to or for the account of the grantors herein, or any of them, shall be secured by this instrument, bear interest at the rate of eight per centum per annum, be payable on demand, unless otherwise agreed, and be collectible by sale of the property and choses in action hereby assigned and conveyed, as herein provided.

(4) I/We, hereby agree and undertake to keep all of the buildings on the lands hereby conveyed, and all cotton conveyed by this deed of trust, insured against loss by fire to the full insurable value thereof, with loss payable clause in favor of the trustee herein, for the use of the beneficiary, or beneficiaries herein, as their interest may appear; and any sums which may be paid by the beneficiary and/or any holder of any of the indebtedness hereby secured on account of premiums on said insurance, or on account of taxes on any of the above described property, shall be considered as advances under this deed of trust, and shall be hereby secured.

(5) It is further expressly agreed that any beneficiary and/or holder of any of the notes or other indebtedness hereby secured may at any time postpone the date of maturity of any of said notes or indebtedness; or may renew the same, or may take new notes evidencing such indebtedness, varying the interest to any extent that may be agreed upon, or may alter the form of such notes, and/or indebtedness to any extent, without notice to or consent from any subsequent mortgagee, judgment creditors or other encumbrancer of any of the property hereby conveyed, or without notice to or the consent of any maker, endorser or obligor on any note, indebtedness, or covenant herein described. The holder or holders of all of the notes, and other indebtedness hereby secured may at their discretion release any part, or parcel, of the property hereby conveyed from the terms and provisions of this instrument, without in any way affecting the validity of this instrument, as to conveyance of so much of the property as is not released, and without in any way affecting the liability of any obligor or obligors on any note, indebtedness or covenant herein referred to.

(6) Should the Staple Cotton Discount Corporation of Greenwood, Mississippi, become the owner or holder of any one or more of the notes or evidences of indebtedness to secure the payment of which this trust deed is given, then and in such event all cotton covered by this instrument shall be delivered to the Staple Cotton Cooperative Association and/or as directed by the trustee as soon as ginned, to be sold by the said Staple Cotton Cooperative Association in accordance with its marketing agreement; the proceeds of such sale to be applied to the indebtedness secured hereby until paid, any balance to be paid to the grantors or any of them and the Staple Cotton Discount Corporation or any assignee thereof, and the holders of such note or notes or other evidences of indebtedness shall have priority as to the lien hereby created as against any holder or holders of any other part of the indebtedness secured by this trust deed. All other notes or evidences of indebtedness secured by this trust deed not so assigned shall be and become and are hereby declared to be subordinate to the lien in favor of the Staple Cotton Discount Corporation or to the extent of the amount of the indebtedness hereby secured which may be sold, assigned or transferred to or hypothecated with the Staple Cotton Discount Corporation. Should any note or notes discounted with the Staple Cotton Discount Corporation be indorsed without recourse, then each and all notes or other evidences of indebtedness so indorsed shall have priority over each and all other notes or other evidences of indebtedness indorsed with recourse.

(7) In the event the grantor or grantors herein shall fail to deliver said cotton as soon as ginned to the Staple Cotton Cooperative Association, and/or as the Trustee may direct, or if, at any time the trustee herein shall reasonably believe any of the property hereby conveyed to be endangered as security for any note or indebtedness hereby secured, he may take possession of such property, and either hold the same until the maturity of the indebtedness hereby secured, or may sell the same as herein provided; and in the event he shall take possession of any growing or unharvested crop hereby conveyed, he may proceed to cultivate or finish cultivating and gathering said crops, or any part of same, and all of the expenses of so doing shall bear interest at the rate of eight per centum per annum, and shall be secured by this instrument.

(8) If default be made in the payment of any indebtedness secured hereby and the grantors, or any of them, have delivered any cotton to the Staple Cotton Cooperative Association, as provided herein, then all of the rights of such grantors, or any of them, in and to such cotton and/or their rights to control the sale thereof under their respective marketing agreements with said Association are hereby transferred and assigned to the Staple Cotton Discount Corporation, and the Staple Cotton Cooperative Association is hereby authorized and directed to accept instructions from the Staple Cotton Discount Corporation as to the sale thereof. This provision is not intended to restrict, limit, or modify the rights of the Staple Cotton Cooperative Association under its marketing agreement with the grantors, or any of them, but in the event of such default to grant to the Staple Cotton Discount Corporation fully and completely all the rights of the grantors, or any of them, under such marketing agreements with reference to the sale of such cotton.

(9) In the event it shall become necessary to foreclose this instrument as to the choses in action and all other collateral of every kind and character transferred and conveyed by this instrument, then the said trustee may sell same, or any part thereof, at private sale to the best advantage instead of at public auction as hereinbefore provided, and the said trustee shall have the option to collect such choses in action and other collateral as may be readily collectible without resorting to a sale thereof.

(10) In case of foreclosure the trustee shall deliver all cotton conveyed by this instrument to the Staple Cotton Cooperative Association of Greenwood, Mississippi, for sale under its marketing agreement and the provisions of this instrument, the proceeds from such sales to be applied against the indebtedness secured hereby as the beneficiary and/or holder may elect until paid in full and the balance of such proceeds, if any, to be paid to the grantors or any of them.

(11) It is agreed that such delivery of said cotton under the foregoing paragraph shall in no wise impair or affect the rights of the trustee herein in case

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of foreclosure to possess in the unfettered discretion of said the real estate and personal property, other than cotton, conveyed by this instrument, and may in such event shall nevertheless have the right at his election to proceed to sell all or a part of said real and personal property or both, and to offer and sell said personal property in bulk as a whole or otherwise, and to make as many different sales of either the real or personal property and at such time or times as any and all of such matters may seem to said trustee proper, necessary or convenient.

(12) Any holder of any note or other item of indebtedness hereby secured may transfer or assign same at will, and both the assignor and assignee are hereby expressly released from any necessity of recording or noting on any record any such transfer or assignment of said note or item of indebtedness, the grantors herein, and all of them, expressly waiving any and all rights, privileges or benefits conferred upon them by any law regulating the transfer or assignment of the indebtedness secured by this instrument.

(13) Any security transferred or hypothecated by grantors herein, or any of them, to any holder of any indebtedness hereby secured, shall be considered cumulative security to this deed of trust.

(14) The grantors hereby agree to pay to the Staple Cotton Discount Corporation a reasonable fee for the cost of inspecting the above property during the current year, which shall also be secured by this instrument.

(15) NOW, if I/We shall pay said note (s) at the maturity thereof, and any and all other indebtedness which may become secured hereby, and shall comply with the terms, provisions and stipulations herein contained, then this instrument shall be void. But should I/We fail to pay said note (s), or any one of them, at the maturity thereof, or fail to pay when due the indebtedness which may become secured hereby, or any part thereof, or fail to comply with the terms, provisions and stipulations herein contained, the beneficiary and/or the holder of the indebtedness hereby secured shall have the right at its option, to declare the whole indebtedness secured hereby at once due and payable, whether the time for the maturity of the remainder thereof, as herein provided, or as may be provided in the evidence of such other indebtedness as may become secured hereby, shall have arrived or not, and said Trustee, whenever thereafter requested by the holder of the indebtedness secured hereby so to do, shall sell the whole or any part of the property and choses in action transferred, assigned and conveyed by this instrument, at public auction, to the highest bidder, for cash, at such time or times, and such place or places, in said County as said trustee may designate. The sale of said land shall be advertised and said land sold in the manner now provided by the laws of Mississippi for sales of lands under deeds of trust, and the sale of said personal property and choses in action shall be advertised by posting a written notice of the time, place and terms of sale at the Courthouse of said County, or in some other public place in said County, ten days prior to such sale. Out of the proceeds of such sale or sales said trustee shall first pay the expenses of executing this trust, including a trustee's fee, which is hereby fixed at five per cent of the indebtedness secured and to be secured hereby, and shall then pay and satisfy all indebtedness which may then be secured by this instrument, including attorney's fees, if any, and it is agreed that the attorney's fees hereinbefore provided for shall accrue on said notes, if the same be placed in the hands of an attorney for collection after the same have been declared due and payable as hereinbefore provided; any balance remaining shall be paid to the grantor or grantors herein, or any of them, but the grantors herein and each of them agree that should the proceeds from such sale or sales by foreclosure or otherwise be insufficient to liquidate all classes of indebtedness secured hereby that the beneficiary and/or the holder shall have the right at its option to apply such proceeds to such part or such classes of said indebtedness as it may elect.

(16) While this instrument is given to secure advances for the purposes hereinbefore stated, it is also given in renewal and extension of prior deeds of trust given by the grantor, grantors, or any of them, for the benefit of or acquired by the Staple Cotton Discount Corporation, and this instrument shall in no way impair said deeds of trust and shall in no wise impair any other security held by the holders hereof, but it is intended that this instrument shall be considered additional and cumulative security for the payment of the indebtedness mentioned in said prior deeds of trust.

(17) The owner or holder of the indebtedness secured hereby may, at any time, in the manner provided by law, appoint a trustee, or a succession of trustees, in the place and stead of the trustee herein named, and any trustee so appointed shall have all the rights, powers and privileges conferred by law or this instrument on the trustee herein named. Should such beneficiary, holder or owner be a corporation, such appointment may be made by any officer thereof.

(18) Should the property hereby conveyed be located in two or more counties, then the word County where used in this instrument shall mean Counties, and in the event of a sale of lands under this instrument same may be made in any of the counties in which any part of the land lies.

Witness my/our signature(s) this the 2nd day of April 19 75

T. E. SWINDOLL

ELOISE SWINDOLL

STATE OF MISSISSIPPI,

COUNTY OF TUNICA

Before me, the undersigned authority in and for said County and State, this day personally appeared T. E. Swindoll and his wife, Eloise Swindoll who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal this 16 day of April 19 75

Raymond Dobbs

My Commission expires: Jan 1- 1976 Official Title Justice of the Peace

STATE OF MISSISSIPPI

COUNTY OF Tunica

I, Raymond Dobbs, Clerk of the Chancery Court of said County,

do hereby certify that the within instrument of writing was filed for record in my office on the 16 day of April

19 75 at 10 o'clock and minutes M., and that the same, together with the certificate and acknowledgment, is now duly recorded in

Book Page of record of MORTGAGES AND DEEDS OF TRUST ON LANDS--CHATTEL RECORDS, in my office.

Given under my hand and official seal, this 16 day of April 19 75

Clerk.

By Raymond Dobbs D. C.

JUSTICE OF THE PEACE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 178 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $ 5.00 pd.

H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 603 PAGE 258 THIS 1 DAY OF Dec 1980

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Stephen G. Blackburn

and wife, Doris Blackburn

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 Four Hundred Eighty One and 40/100 DOLLARS

($ 7,481.40) 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:

60 monthly installments of $124.69 each, beginning on the 3rd day of June, 1975, with a like installment due and payable on the 3rd day of each and every successive month thereafter, with a final installment due and payable on the 3rd day of May, 1980; 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:

Lot 62, Section B, Hernando Estates Subdivision, Hernando, Mississippi, as recorded in Plat Book 6, Page 9, in the Chancery Clerk's Office of DeSoto County, Mississippi, and being part of the west half of Section 7, Township 3, Range 7 West.

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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 convenant 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.

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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 19th day of April, 1975

Stephen G. Blackburn

Doris Blackburn

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 Stephen G. Blackburn and Doris Blackburn, his wife, 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 19th day of April 1975

My Commission Expires: April 3, 1978

Notary Public

My Commission Expires April 3, 1978

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 182 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of April 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between LARRY T. McEWEN AND WIFE, VIVIAN P. McEWEN

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS **Trustee, of the second part, hereinafter designated as Trustee, and**

EDWARD J. ENGEL, SR., **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 SIX HUNDRED SIXTY SIX AND 83/100---------- **DOLLARS** ($ 11,666.83) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note is payable in 30 monthly installments, the first 29 of said installments being in the amount of $200.00 each, and the first of said installments being due and payable on or before the 15th day of May, 1975, with a like installment being due on or before the 15th day of each successive month thereafter until the 30th payment which shall be in the amount of $7,770.64.

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:

The South one-half of the following tract of land located in DeSoto County, Mississippi, described as follows, to-wit: Part of the South half of the Northeast Quarter of Section 30, Township 3 South, Range 8 West, described as beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 30, Township 3 South, Range 8 West, which point is in the center of Fogg Road; thence South 83 degrees 27 minutes West 2,013.4 feet; thence South 3 degrees 52 minutes East 631.0 feet; thence North 84 degrees 30 minutes East 2,012.0 feet to the center of Fogg Road and the East

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Paid Satisfied and Cancelled
This 10th day of Oct 19 77
Edward J. Engel Sr

Attest
H. D. Ferguson
Chancery Clerk By D. D. Wakefield D.C.

line of said Section; thence North 3 degrees 52 minutes West along the center of said road 228.71 feet to a point; thence westwardly at an interior angle of 90 degrees 56 minutes a distance of 834.84 feet to a point; thence at an interior angle of 89 degrees 04 minutes northwardly 208.71 feet to a point; thence at an interior angle of 90 degrees 56 minutes eastwardly 834.84 feet to a point in the center of said road; thence North along the center of said road 230.58 feet to the point of beginning and containing 26.0 acres, more or less, LESS AND EXCEPT the right-of-way for said Fogg Road. All bearings are magnetic.

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 convenant 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 April, 19 75.

LARRY T. McEWEN
Larry T. McEwen

VIVIAN P. McEWEN
Vivian P. McEwen

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

LARRY T. McEWEN AND WIFE, VIVIAN P. McEWEN 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 April 19 75.

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
Notary Public

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10 minutes A 23 185 April

recorded in Book 185 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $5.00 pd.

SEAL H. L. 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 SECURITY BANK OF HERNANDO, of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 26th day of July, 19 74, made and executed by JOHNNY Q. GRISSOM and wife, SARA J. GRISSOM ~~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 178 on page 570 of the Record of Trust Deeds, on the 21st 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.

SECURITY BANK OF HERNANDO
Hernando, Mississippi

By: Martha S. Rucker
(Name) Assistant Cashier
(Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public (Name) Martha S. Rucker, the (Title) Assistant Cashier in and for County and State aforesaid, 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 authorized so to do.

Given under my hand and seal of office this 21st day of April, A. D. 1975.

(SEAL)

James C Bussey
NOTARY PUBLIC

My Commission Expires: My Commission Expires April 16, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 188 records of Real Estate trust deeds of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $ 02.50 pd.

SEAL H. L. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the persons named below executed a Deed of Trust to W.E. Wilroy, Jr., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, on the date set out below with said Deed of Trust being of record in the Book and Page indicated of the records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk:

NAME	DATE	RECORDED
Travis Fooshee, et ux	8-18-70	Book 119, Page 558
Thomas C. Williams, et ux	8-1-70	Book 120, Page 23
Thomas C. Williams, et ux	8-1-70	Book 120, Page 24
Thomas C. Williams, et ux	9-4-70	Book 120, Page 280

NOW, THEREFORE, I, W.E. WILROY, JR., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, Beneficiary, do hereby state that the Deeds of Trust set forth above are fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi, to enter satisfaction and certificate of payment in full upon those instruments and that this Order be recorded in the records of said County also as provided by law.

W.E. Wilroy, Jr., Trustee

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, W.E. Wilroy, Jr., Trustee, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year hereinafter set out for the purpose therein mentioned.

Given under my hand and official seal of office, this the 21st day of April, 1975.

Faye G. Daniel
Notary Public

MY COMMISSION EXPIRES:
8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A M. 23 day of April 1975, and that the same has been
recorded in Book 185 Page 189 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 23 day of April 1975.

Fees $ 4.00 pd.

SEAL H. P. Ferguson, CLERK

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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, EDWARD J. ENGEL, SR., does hereby certify that a certain trust deed bearing date the 31st day of October, 1973, made and executed by PAUL J. THOMPSON AND WIFE, JEAN E. THOMPSON to EDWARD J. ENGEL, SR., 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. 162, on Page 603, of the Record of Trust Deeds, on the 1st day of November, 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 16th day of April, 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.

GIVEN under my hand and seal of office this 22nd day of April, A.D. 1975.

Billy L. Holloway
NOTARY PUBLIC

My commission expires:

My Commission Expires Feb. 8, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 23 day of April 1975, and that the same has been recorded in Book 185 Page 190 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of April 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, BANK OF WALLS, Branch Office of Tunica County Bank, -------- does hereby release from the lien of the Deed of Trust given by EDWARD L. WHITTEN, SR. and wife, ANN YATES WHITTEN, for the benefit of BANK OF WALLS, Branch Office of Tunica County Bank, which Deed of Trust is dated October 21 , 1969, and recorded in Deed of Trust Book 113 , Page 252 of the Trust Deed Records of 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:

Seventy-Two (72) Acres, more or less, in Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi, described as:

The South One-Half (1/2) of the Southwest Quarter of said Section 26 and the Southenst Quarter of said Section 26;

LESS: Eight (8) Acres Northwest of Mussacuna Creek; and,

LESS AND EXCEPT: The South One Hundred Sixty (160) Acres of the above described tract.

In all other respects said Deed of Trust recorded in Deed of Trust Book 113, Page 252 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 7th day of April, 1975.

BANK OF WALLS,
Branch Office of Tunica County Bank

By O. Dewayne Sanders
(Name)
President
(Title)

STATE OF MISSISSIPPI

COUNTY OF De Soto

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) O'Dell Lawson the (Title) Branch Mgr of BANK OF WALLS, Branch Office of Tunica County Bank, 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 22nd day of April, 1975.

(SEAL)

Mack B Hays
NOTARY PUBLIC

My Commission Expires:

Aug 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 24 day of April 1975, and that the same has been recorded in Book 185 Page 191 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of April 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson CLERK

Correction Substitution Trustee
Appointment of Successor Trustee of this
instrument Recorded in Real Estate T.D. 93
Book No. 194 Page 338
This 16 day of Dec 75
Clerk

Appointment of Successor Trustee of this
instrument Recorded in Real Estate
Book No. 194 Page 85
This 5 day of Dec 1975
H. D. Ferguson Clerk

This deed of trust is being re-recorded to correct the description and to add a paragraph

VA Form 26-6322 (Home Loan)
Revised December 1963. 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 27th day of March, 19 75, by and between Roy Lynn Thorning, Jr. and wife, Pam Thorning

, 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 East 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:

Part of Lot 3891, Hilvale Subdivision in Section 13, Township 3, Range 8 described as follows: Beginning at the southeast corner of Lot 3891 of Hilvale Subdivision, as shown on recorded plat of said subdivision in Plat Book 1, page 3; thence north on the east line of said Lot 3891, 198.2 feet to an iron pin; thence north 89 degrees 50 minutes west 100 feet to an iron pin; thence south 00 degrees 10 minutes west 56.6 feet to the center line of a ditch; thence with the center line of said ditch southeasterly 36.5 feet to a point; thence continuing along the center line of said ditch southeasterly 140 feet to the point of beginning.

R.T. P.T.

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.

R.T. P.T.

Should the Veterans Administration fail or refuse to issue its guaranty in the full amount committed upon by the Veterans Administration under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date of this loan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any further action as by law provided.

Bailey Mtg. Co.
Real Estate T.D.
251 Page 96.
H. D. Ferguson Clerk
by B. Cleveland D.C.

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;

Bailey mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate BOOK
NO. 749 PAGE 401
THIS THE 28 DAY OF Feb 19 95
W.E. Davis CHANCERY CLERK
By: Wm. Sayles D.C.

Assignment of this Instrument Recorded in Real Estate T.D. Book
No. 251 Page 742
This the 8 day of Dec. 19 79
H. D. Ferguson Clerk

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Two Thousand Dollars and no/100----------Dollars ($ 22,000.00), with interest from date at the rate of eight & one-half per centum (8-½ %) 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 delivered or mailed to the Grantor, in monthly installments of One Hundred Sixty-Nine &18/100 Dollars ($ 169.18), commencing on the first day of May , 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 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 in accordance with amortization schedule.

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 Beneficiaries 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 ve hereunto set their hand(s) the day and year herein first written above.

Roy Lynn Thorning, Jr.

Pam Thorning

P. O. Box 487
Hernando, Miss. 38632

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned notary public in and for said County, the within named Roy Lynn Thorning, Jr. and Pam Thorning , his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of March , 19 75.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of April 1975, and that the same has been recorded in Book 185 Page 193 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of April 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

5.00

Paid, Satisfied and Cancelled
This 19 day of Sept 1978 197

Attest
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Jim Henry Phillips, et ux

To { DEED OF TRUST

Joe Love

THIS INDENTURE, Made this 23rd day of April 19 75
between Jim Henry Phillips and wife, Mammie T. Phillips
of the first part,
and Joe Love
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 Five Hundred Dollars ($1,500.00) evidenced by a promissory note of even date, bearing 6% interest from date, due and repayable in 36 equal monthly amortized installments of $45.64 each, first of said installments shall be due April 15, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and any further amount due by the said part may furnish the party of the first part during the year 19__ not to exceed _____ 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 part ies of the first part paid by George S. McIngvale 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 _____ on hand, and all the crops of every kind to be grown by _____ family, or employed working with or under _____ either as landlord or tenant or otherwise during the year 19__ on the land that _____ now cultivate, or cause to be cultivated, as landlord or tenant and all _____ farming implements of every kind and~~

Part of the Northwest Quarter of Section 11, Township 4, Range 8 West, more particularly described as beginning at the point where the North line of Gaines Road intersects with the East boundary of Robertson Gin Road; thence North along the East boundary of Robertson Gin Road 200 feet to a point; thence in an Easterly direction 293 feet to a point; thence in a Southerly direction 300 feet to a point in the North boundary of Gaines Road; thence Westerly along the North boundary of Gaines Road 293 feet to the point of beginning and containing 2 acres, more or less, and being part of the same land conveyed to Isaac Stevenson, et ux, by Moses Lewis, et ux, by deed of record in Book 40, Page 152 of the deed records of DeSoto County, Mississippi.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19__, 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 credited, 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.

Witness:

Jim Henry Phillips
Mammie T. Phillips

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Jim Henry Phillips and wife, Mannie T. 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 23rd day of April A.D. 75

(SEAL)

My Commission Expires: 4-1-78

Rebecca Lilly Clerk
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,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
45 minutes A. M. 24 day of April 1975, and that the same has been
recorded in Book 185 Page 197 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office this 24 day of April 1975.

2.50

D. L. Ferguson

198

Paid, Satisfied and Cancelled
this 6th day of Dec. 1977
Lafonde Peeler Realtors
Darnell LaPointe
Attest: J. G. Ferguson by E. Miller
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

JOHN H. WAGNER and wife,
LINDA K. WAGNER,

To { DEED OF TRUST

LaPOINTE - PEELER,
REALTORS

THIS INDENTURE, Made this 23 day of April 19 75
between JOHN H. WAGNER and wife,
LINDA K. WAGNER, of the first part,
and LaPOINTE - PEELER, REALTORS, 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 ONE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS ($1,167.00), with no interest, and being due and payable on or before Two (2) years from date, being April 22, 1977;

and any further amount that the party of the second part may furnish the party of the first part during the year 19 , not to exceed , and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by David A. Gustafson 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 be on hand, and all the crops of every kind to be grown by and family, or my hands working with me under , either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate or cause to be cultivated as landlord or tenant and all farming implements of every kind and

Lot 477, Section "B", in DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Pages 16-21 in the Office of the Chancery Clerk of said county; described as: BEGINNING at a point in the South line of Devon Circle at the Northwest Corner of Lot 478 of said subdivision 99.6 feet West of the West curb line of Kentwood Drive, produced; thence West along the South line of Devon Circle 65 feet to a point at the Northeast Corner of Lot 476 of said subdivision; thence South 125 feet to a point in the North line of Nail Road at the Southeast Corner of said Lot 476; thence East along the North line of Nail Road 65 feet to a point at the Southwest Corner of said Lot 478; thence North 125 feet to the Point of Beginning.

This Deed of Trust is subordinate and junior to that certain Deed of Trust given by James R. McNatt and wife, Sara Ann McNatt, for the benefit of National Mortgage Company and being recorded in Deed of Trust Book 143, Page 32 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 the 22 day of April, 1977, 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 ies 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.

Witness

John H. Wagner
Linda K. Wagner

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a Notary Public of said County, the within named JOHN H. WAGNER and wife, LINDA K. WAGNER, 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 April, 1975.

My Commission Expires April 3, 1979 (SEAL)

My Commission Expires: 4-3-79

By NOTARY PUBLIC, D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that

55 A. 185 24 198 April 9

24 April

250

199

CANCELLED BY AUTHORITY RECORDED IN BOOK 216 PAGE 6
THIS 20 DAY OF Sept. 1977
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

TIMOTHY PARKER, ET UX
GRANTORS

To { DEED OF TRUST

THE HERNANDO BANK,
BENEFICIARY

THIS INDENTURE, Made this 17th day of April 1975
between Timothy Parker and wife Janice W. Parker
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 Four Thousand Five Hundred Sixty-Six and 24/100 Dollars ($4,566.24) evidenced by one promissory note of even date bearing 10% interest after maturity, due and repayable in 48 equal monthly installments of $95.13, the first installment due May 20, 1975 and one installment due monthly thereafter until paid in full.

payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

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

Lot 14, Green Acres Subdivision in Section 31, Township 3, Range 7, as shown by the Plat recorded in Plat Book 6, Page 42.

This deed of trust is second and subordinate to the deed of trust to North Mississippi Savings and Loan Association recorded in Book 147, Page 23. Any default in the first lien deed of trust shall be considered a default under this deed of trust which would authorize foreclosure. Any payment made to the first lien holder to protect this security shall be fully secured by this deed of trust, shall be due and repayable on demand at 10% interest from date of payment until paid.

The maker will have the right to pay all or any part of the indebtedness before maturity without penalty. 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 part ies 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 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

Timothy Parker
Janice W. Parker

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Timothy Parker and wife Janice W. Parker who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of April 1975

(SEAL)

Beverly B. Scott Clerk
By Deputy Clerk D.C.

My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DeSOTO COUNTY

45 A. 24
185 199 Paid

2.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 9 o'clock ... and at the same has been ... TRUST DEEDS

24 Paid

D. D. Ferguson

200

FOR REAL ESTATE, CHATTEL OR BOTH

James I. Reeves

To { DEED OF TRUST

Frank A. Boyle, et ux

THIS INDENTURE, Made this 22nd day of April, 19 75 between James I. Reeves of the first part, and Frank A. Boyle and wife, Betty C. Boyle of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Seven Thousand Dollars ($7,000.00) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 95 equal amortized monthly installments of $100.00 each, first of said installments shall be due 6/1/75 and 1 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

~~and the party of the second part may furnish the party of the first part during the year 19____ not to exceed____ and the part____ of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the party paid by George S. McIngvale, Trustee, the party 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 agricultural products of every kind that may be grown by me on said land, and all the crops of every kind to be grown by me or my family or any hands working with or under me, either as landlord or tenant or otherwise, during the year 19____ on the land that I may cultivate, or cause to be cultivated, as landlord or tenant; and all farming implements of every kind and~~

Part of the West half of the Northwest Quarter of Section 2, Township 4 South, Range 8 West, DeSoto County, Mississippi, more particularly described as BEGINNING at an iron pin in the Southeast corner of the West Half of the Northwest 1/4 of Section 2, Township 4 South, Range 8 West; thence North 84 degrees 22 minutes 20 seconds East 149.80 feet to a 3 inch iron pipe; thence North 7 degrees 51 minutes 50.2 seconds West 1017.37 feet to a 3/8 inch iron pipe; thence South 83 degrees 40 minutes 40 seconds West 1340.00 feet to a point in theWest ROW line of Robinson Gin Road (80 feet wide); thence South 14 degrees 34 minutes 37.6 seconds East along the East ROW line of Robinson Gin Road 290.09 feet to a concrete ROW marker; thence South 26 degrees 25 minutes 56.3 seconds East along the East ROW line of Robinson Gin Road 323.88 feet to a point in the South line of said property; thence South 65 degrees 39 minutes 20 seconds East 194.22 feet to an axle; thence North 66 degrees 46 minutes 40 seconds East 950.09 feet to a 1 inch iron pipe; thence South 0 degrees 31 minutes 10 seconds West 604.68 feet to a 3/8 inch iron pin; thence North 84 degrees 22 minutes 20 seconds East 60.5 feet to the point of beginning, containing 18.643 acres.

This deed of trust is second and subordinate to a deed of trust to North Mississippi Savings & Loan Association dated April 21, 1975.

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 indebtedness. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt____, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y____ of the first part promptly pay the above stated indebtedness on or before the maturity date thereof____, 19____, 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 ies of the second part, their____ assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

James I. Reeves

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named James I. Reeves 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 22nd day of April, 19 75

(SEAL)

My Commission Expires: 4-1-78

Rebecca Lilly Notary Public Clerk By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named

no P. 23 185 200 April 4

24 April

2.50

Paid, Satisfied and Cancelled
This 29 day of Dec 19 78
Frank Boyle
Betty C Boyle
Attest
H. D. Ingram
Chan
L. Robison D.C.

201

Book

Page

Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of APRIL, 19 75, among the Grantor, JAMES I. REEVES, single,

(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 Hernando, 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:

Part of the West half of the Northwest quarter of Section 2, Township 4 South, Range 8 West, DeSoto County, Mississippi, more particularly described as BEGINNING at an iron pin in the Southeast corner of the West Half of the Northwest 1/4 of Section 2, Township 4 South, Range 8 West; thence North 84 deg. 22 min. 20 sec. East 149.80 feet to a 3 inch iron pipe; thence North 7 deg. 51 min. 50.2 sec. West 1017.37 feet to a 3/8 inch iron pin; thence South 83 deg. 40 min. 40 sec. West 1340.00 feet to a point in the West ROW line of Robinson Gin Road (80 feet wide); thence South 14 deg. 34 min. 37.6 sec. East along the East ROW line of Robinson Gin Road 290.09 feet to a concrete ROW marker; thence South 26 deg. 25 min. 56.3 sec. East along the East ROW line of Robinson Gin Road 323.88 feet to a point in the South line of said property; thence South 65 deg. 39 min. 20 sec. East 194.22 feet to an axle; thence North 66 deg. 46 min. 40 sec. East 950.09 feet to a 1 inch iron pipe; thence South 0 deg. 31 min. 10 sec. West 604.68 feet to a 3/8 inch iron pin; thence North 84 deg. 22 min. 20 sec. East 60.5 feet to the point of beginning, containing 18.643 acres.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(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 Thirty Eight 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 May 1, 1995; 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.

Assignment of the Instrument Recorded in Real Estate Book No. 229 Page 205 This the 5 day of July 19 75

RECORDED BY AUTHORITY RECORDED IN BOOK 330 PAGE 207 THIS 22 DAY OF Jan 19 85

H. D. Ferguson CHANCERY CLERK D.S.

202

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

James I. Reeves
JAMES I. REEVES —Borrower

—Borrower

Rt. 2, Box 42A, Hernando, Mississippi
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 JAMES I. REEVES, single, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 22nd day of APRIL, A.D., 19 75.

My Commission expires: 5-1-78

Rebecca Lilly
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 23 day of April 1975, and that the same has been
recorded in Book 185 Page 201 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of April 1975.

5.00 pd.

D. P. Ferguson

5.00 pd.

CORRECTION

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Dale Junior Colson and wife, Patricia Ann Colson, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 3rd, 19 75, securing a note in the sum of $ 24,250.00, recorded in Book 183, Page 593, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 24,250.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of April, 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 7th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 7th day of April, 19 75

My Commission Expires Sept 13, 1977

NOTARY PUBLIC

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kt

30 P. 23 April 24 April
185 205

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206

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That W. L. McCrory and wife, Florence McCrory

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of January 19 71, made and executed by Gene C. Eaker and wife, Johney H. Eaker and Joe W. Stacy

of _____, to _____

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 123 on page 634 of the Record of Trust Deeds, on the 6th day of January, A. D. 19 71, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said _____ 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.

Walter McCrory
W. L. McCrory

Florence McCrory
Florence McCrory

STATE OF ~~MISSISSIPPI~~ Tenn., ~~DeSoto~~ County. Shelby } ss.

Personally came and appeared before me, the undersigned authority, notary public in and for County and State aforesaid W.L.McCrory and wife, Florence McCrory 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 18th day of April A. D. 19 75

My Commission Expires:
10-4-77

Lawrence Kirkpatrick
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
P. M. on the 24th day of April, 1975, and that the same has been
recorded in Book No. 185 of the records of REAL ESTATE TRUST DEEDS
of said County.

15 P. 23 April 206

24 April

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J. D. Ferguson

PARTIAL RELEASE

For Value received, I, B. G. Perry, Trustee of that certain deed of trust to P. M. Harding and wife, dated October 24, 1968, and recorded in Trust Deed Book 105, Page 256, in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby release from the lien of said deed of trust, the hereinafter described property, to-wit:

> Part of the southwest quarter of Section 16, Township 1, Range 7 West, described as BEGINNING at a point 1,368.63 feet east of the intersection of the centerline of Tchulahoma Road and State Line Road, said point being in the centerline of State Line Road; thence easterly along the centerline of State Line Road a distance of 142.72 feet to a point; thence northerly 1155 feet to a point; thence westwardly parallel to said State Line Road a distance of 142.72 feet to a point; thence southerly 1155 feet to the point of beginning, and containing 3.784 acres, more or less.

This is a partial release, releasing only the above described 3.78 acres described herein and the said deed of trust in all other respects remains in full force and effect.

B. G. Perry, Trustee, does hereby authorize the Chancery Clerk of DeSoto County, Mississippi, to make proper marginal notations on the fact of the above mentioned deed of trust to fully perfect this partial release.

WITNESS my signature this the 25th day of October, 1974.

B. G. PERRY, TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named B. G. Perry, Trustee, who acknowledged 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 for the purpose therein expressed.

Given under my hand and official seal this the 25th day of October, 1974.

Edna E. Camp
Notary Public

My commission expires:

My Commission Expires April 9, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
and recorded in Book and page

20 P. 24 Book 185 207

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B. G. Perry

208

PARTIAL RELEASE

FOR VALUE RECEIVED THE UNDERSIGNED BENEFICIARY of that certain Deed of Trust made and executed by Sam H. Sanders, Charles W. Gross and Robert S. Walker to Dudley B. Bridgforth, Jr., Trustee for the undersigned, dated January 21, 1969, filed for record at 4:35 P. M. on January 21, 1969 and recorded in Trust Deed Book 107, on Page 103, in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument the hereinafter described property lying and being situated in DeSoto County, Mississippi, to-wit:

Part of Section 2, Township 2, Range 7 West, described as beginning at a point in the centerline of Nail Road (being the North line of Section Two, Township Two, Range Seven West) at a distance of 4,630.01' West of the centerline of Pleasant Hill Road, as measured along said centerlineof Nail Road; thence South 5 degrees, 40' East a distance of 2646.6' to the south line of this parcel; thence North 84 degrees, 45' East along the said south line of the property a distance of 111.42' to a point; thence North 4 degrees, 58' West a distance of 2646.6' to a point in the centerline of Nail Road; thence along the centerline of Nail Road in a westwardly direction a distance of 111.42' to the point of beginning, containing 6.7696 acres, more or less.

This is a partial release releasing only the above described land. In all other respects said lien instrument shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is authorized to make the appropriate marginal notation on the face of the lien instrument.

WITNESS my signature this the 24TH day of FEBRUARY, 1975.

Lyndall Black Price
LYNDALL BLACK PRICE, BENEFICIARY

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 LYNDALL BLACK PRICE, BENEFICIARY, who acknowledge that she signed and delivered the above and foregoing Partial Release on the day and date herein mentioned as her free and voluntary act and deed and for the purposes herein mentioned.

GIVEN under my hand and Notarial Seal at office this 26th day of Feb, 1975.

Edith Wonkeen
NOTARY PUBLIC

My Commission Expires
April 7, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify that the within instrument was filed for record at 2 o'clock
of the 25 day of April, 1975, and that the same has been
recorded in the WITH TRUST DEEDS
of said County.
1975.

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D. B. Ferguson

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned Beneficiary of that certain Deed of Trust made and executed by Sam H. Sanders, Charles W. Gross and Robert S. Walker to Dudley B. Bridgforth, Jr., Trustee for the undersigned, dated January 21, 1969, filed for record at 4:35 P. M. on January 21, 1969, and recorded in Trust Deed Book 107, on Page 106, in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument, the hereinafter described property lying and being situated in DeSoto County, Mississippi, to-wit:

Part of Section 2, Township 2, Range 7 West, described as beginning at a point in the centerline of Nail Road (being the North line of Section Two, Range 7 West) at a distance of 5,239.94' west of the centerline of Pleasant Hill Road, as measured along said centerline of Nail Road, thence South 5 degrees, 40' East a distance of 2,646.6' to the south line of this parcel; thence South 84 degrees, 45' West a distance of 62.498' along the said line of the property to a point; thence North 4 degrees, 58' West a distance of 2,646.6' to a point in the centerline of Nail Road; thence a distance of 62.498' along the centerline of Nail Road in an easterly direction to the point of beginning, containing 3.7972 acres, more or less.

Part of Section 3, Township 2, Range 7 West, described as beginning at a point in the centerline of Nail Road (being the North line of Section Two, Range 7 West) at a distance of 5,302.438' west of the centerline of Pleasant Hill Road, as measured along said centerline of Nail Road, thence South 5 degrees 40' East a distance of 2,646.6' to the south line of this parcel; thence South 84 degrees, 45' West a distance of 147.9966' along the said south line of the property to a point; thence North 4 degrees, 58' West a distance of 2646.6' to a point in the centerline of Nail Road; thence a distance of 147.9966' along the centerline of Nail Road in an easterly direction to the point of beginning, containing 8.9919 acres, more or less.

This is a partial release releasing only the above described land. In all other respects said lien instrument shall remain if full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is authorized to make the appropriate marginal notation on the face of the lien instrument.

WITNESS my signature this the 26TH day of FEBRUARY, 1975.

Marylyn Black Thompson
MARYLYN BLACK THOMPSON, BENEFICIARY

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Marylyn Black Thompson, Beneficiary, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 26th day of FEB., 1975.

Edna Worthen
NOTARY PUBLIC

My Commission Expires
April 7, 1976

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FOR REAL ESTATE, CHATTEL OR BOTH

R.E. Freeman,
Grantor

To { DEED OF TRUST

William F. Hagan, Trustee for Barry Bridgforth Realty, Inc.,
Beneficiary

THIS INDENTURE, Made this 19th day of April 1975
between R.E. Freeman, party
of the first part,
and Barry Bridgforth Realty, Inc., 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 Thirteen thousand eight hundred seventy six & 80/100 ($13,876.80) dollars evidenced by his one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 84 equal monthly installments of $165.20 each, with the first monthly installment being due and payable on or before May 20th, 1975, and one installment is due and payable on or before the 20th 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 the party of the first part during the year 19__ not to exceed~~

and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan 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 ~~now in my~~ our hand, and all the crops of every kind to be grown by ~~myself~~ and family, or my hands working with or under ~~myself either as landlord or tenant or otherwise~~ during the year 19__ on the land that ~~I may cultivate, or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

Lot 14 of Ridge View Subdivision as shown on Plat appearing of record in PlatBook 12, Pages 41-44 in theland records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 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 Y of the first part promptly pay the above stated indebtedness on or before the ~~same is due~~ as aforesaid ~~is made~~ 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 ~~mentioned~~, the party 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.

R.E. Freeman

Witness

R.E. Freeman

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named R.E. Freeman

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 19th day of April, 1975

MY COMMISSION EXPIRES: (SEAL)
8-11-76

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me C of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said, and that he saw the other subscribing witness sign the same in the presence of the said

no A. 185 25 210 Paid

25 Paid

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CANCELLED BY AUTHORITY RECORDED IN BOOK
233 PAGE 471
THIS 10 DAY OF NOV 19 78
H.D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 211
197 PAGE 29
THIS 9 DAY OF March 76
CHANCERY CLERK

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., GRANTORS

TO

FIRST NATIONAL BANK IN DALLAS, BENEFICIARY

DEED OF TRUST

This indenture made this 24th day of April, 1975 between Walkem Development Company of Mississippi, Inc., of the first part, and First National Bank in Dallas, Dallas, Texas, of the second part, WITNESSETH:

That whereas, Walkem Development Company, Inc., the parent corporation of Walkem Development Company of Mississippi, Inc. is indebted to the said party of the second part in the sum of One Million Dollars ($1,000,000.00) which indebtedness is unconditionally guaranteed by Walkem Development Company of Mississippi, Inc. and of which One Hundred Forty-Nine Thousand Dollars ($149,000.00) is allocated to the real estate described herein, said indebtedness being evidenced by a promissory note dated December 31, 1974, said note being due on demand.

And the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by John Ellis, Trustee, the party of the first part has this day granted, bargained and sold to said Trustee the following described property, located in the County of DeSoto County, State of Mississippi, to-wit:

Part of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi being more particularly described as BEGINNING at a point in Green River Road at the southeast corner of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence west along the south line of said Section 32 and with Green River Road 5280 feet, more or less, to a point at the southwest corner of said Section 32; thence north along the west line of said Section 32 a distance of 680 feet to a point; thence north 26 degrees 01 minutes east 1250 feet to a point; thence north 31 degrees 31 minutes east 942 feet to a point; thence north 15 degrees 36 minutes east 535.0 feet to a point; thence north 31 degrees 07 minutes east 400.0 feet to a point; thence north 12 degrees 02 minutes west 2000.0 feet to a point in the north line of said Section 32; thence east along the north line of said Section 32 a distance of 1620 feet to a point at the northwest corner of the northeast quarter of said Section 32; thence south along the center-line of said Section 32 a distance of 2640 feet to a point at the southwest corner of the northeast quarter of said Section 32; thence east along the south line of the northeast quarter of said Section 32, a distance of 1320 feet to a point; thence north 660 feet to a point; thence east 1320 feet to a point in the east line of said Section 32; thence south along said east line 3300 feet to the point of beginning.

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 any future and additional advances as may be made by the beneficiaries to the party of the first part or the said Walkem Development Company, Inc.

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 above stated indebtedness be promptly paid 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 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 its signature the date written above.

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC.

By Thomas E. Smith
Thomas E. Smith, Vice President

ATTEST:
Leonard Lurie
Leonard Lurie, Secretary

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 Thomas E. Smith and Leonard Lurie, Vice President and Secretary of Walkem Development Company of Mississippi, Inc. who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 24th day of April, 1975.

Joni N. Jackson
Notary Public

My Commission Expires:
NOTARY PUBLIC
My Commission Expires July 28, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. M. 24 day of April 1975, and that the same has been recorded in Book 185 Page 211 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of April 1975.

$5.00

H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 211
197 PAGE 29
THIS 9 DAY OF March 76
H. D. Williams
CHANCERY CLERK

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., GRANTORS

TO

FIRST NATIONAL BANK IN DALLAS, BENEFICIARY

DEED OF TRUST

This indenture made this 24th day of April, 1975 between Walkem Development Company of Mississippi, Inc., of the first part, and First National Bank in Dallas, Dallas, Texas, of the second part, WITNESSETH:

That whereas, Walkem Development Company, Inc., the parent corporation of Walkem Development Company of Mississippi, Inc. is indebted to the said party of the second part in the sum of One Million Dollars ($1,000,000.00) which indebtedness is unconditionally guaranted by Walkem Development Company of Mississippi, Inc. and of which One Hundred Forty-Nine Thousand Dollars ($149,000.00) is allocated to the real estate described herein, said indebtedness being evidenced by a promissory note dated December 31, 1974, said note being due on demand.

And the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by John Ellis, Trustee, the party of the first part has this day granted, bargained and sold to said Trustee the following described property, located in the County of DeSoto County, State of Mississippi, to-wit:

Part of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi being more particularly described as BEGINNING at a point in Green River Road at the southeast corner of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence west along the south line of said Section 32 and with Green River Road 5280 feet, more or less, to a point at the southwest corner of said Section 32; thence north along the west line of said Section 32 a distance of 680 feet to a point; thence north 26 degrees 01 minutes east 1250 feet to a point; thence north 31 degrees 31 minutes east 942 feet to a point; thence north 15 degrees 36 minutes east 535.0 feet to a point; thence north 31 degrees 07 minutes east 400.0 feet to a point; thence north 12 degrees 02 minutes west 2000.0 feet to a point in the north line of said Section 32; thence east along the north line of said Section 32 a distance of 1620 feet to a point at the northwest corner of the northeast quarter of said Section 32; thence south along the center-line of said Section 32 a distance of 2640 feet to a point at the southwest corner of the northeast quarter of said Section 32; thence east along the south line of the northeast quarter of said Section 32, a distance of 1320 feet to a point; thence north 660 feet to a point; thence east 1320 feet to a point in the east line of said Section 32; thence south along said east line 3300 feet to the point of beginning.

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 any future and additional advances as may be made by the beneficiaries to the party of the first part or the said Walkem Development Company, Inc.

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 above stated indebtedness be promptly paid 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.

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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 its signature the date written above.

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC.

By Thomas E. Smith
Thomas E. Smith, Vice President

ATTEST:

Leonard Lurie
Leonard Lurie, Secretary

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 Thomas E. Smith and Leonard Lurie, Vice President and Secretary of Walkem Development Company of Mississippi, Inc. who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 24th day of April, 1975.

Doris N. Jackson
Notary Public

My Commission Expires:
NOTARY PUBLIC
My Commission Expires July 20, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. M. 24 day of April 1975, and that the same has been recorded in Book 185 Page 211 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of April 1975.

Fees $.00

H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 691 THIS 3 DAY OF August 19 76
CHANCERY CLERK

913

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CLARENCE R. LANTRIP AND WIFE, FLORA L. LANTRIP

of the first part, hereinafter designated as the Grantor, ALLEN B. COUCH

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

PEYTON HURLEY

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 TWO HUNDRED -----AND-----00/100---------- DOLLARS

($ 3,200.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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 Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the State of Mississippi, and more particularly described as follows, to-wit:

Lot 3108, in Section "O", Southaven West, Subdivision, 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. It being the same premises conveyed to Charley Thomas Sneed and wife, Beulah J. Sneed, by Warranty Deed of record in book 86, page 324, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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 day of April 19 75

Clarence R. Lantrip

Flora L. Lantrip

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 CLARENCE R. LANTRIP AND WIFE, FLORA L. LANTRIP 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 April 19 75

My Commission Expires: My Commission Expires March 13, 1979

Notary Public

mvb A. 25 April 11
185 213

25 April

5.00

216

Waiver of Priority
~~Assignment~~ of this Instrument Recorded in
Real Estate T/D Book
No. 194 Page 277
This the 12 day of Dec. 1975
H. G. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

JAMES M. PORTER, ET UX,
Grantors
To { DEED OF TRUST
WILLIAM F. HAGAN, TRUSTEE FOR BARRY BRIDGFORTH REALTY, INC.,
Beneficiary

THIS INDENTURE, Made this 22nd day of April 1975
between James M. Porter and wife, Mary P. Porter, parties of the first part,
and Barry Bridgforth Realty, Inc., 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 Eleven thousand four hundred seventy three & 80/100 (11,473.80) dollars 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 equal monthly installments of $191.23 each, with the first monthly installment being due and payable on or before May 22, 1975, and one installment is due and payable on or before the 22nd 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 the party of the first part during the year 19__ not to exceed~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan 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 now be on hand, and all the crops of every kind to be grown by and~~ ~~finally all additional working gins and implements of every kind and~~ ~~any cultivated or reserved to be cultivated, enclosed or fenced~~ farming implements of every kind and

Lot 3 of Ridge View Subdivision as shown on Plat appearing of record in Plat Book 12, Pages 41-44 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 of said lot. Said property is located in Section 26, Township 1, Range 7 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 theholder 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 on or before the as aforesaid then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the 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.

James M. Porter
Mary P. Porter

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named James M. Porter and wife, Mary P. Porter
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 22 day of April 19 75
MY COMMISSION EXPIRES: (SEAL)
8-11-76
By Notary Public Clerk 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, deposes and saith that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

CANCELED BY AUTHORITY RECORDED IN BOOK 224 PAGE 452
THIS 1st DAY OF May 1978
H. G. Ferguson CHANCERY CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
20 minutes A. M. 25 day of April 1975, and that the same has been
recorded in Book 185 216 records of REAL ESTATE TRUST DEEDS
of said County.

25 April

2.50

H. G. Ferguson

Assignment of this Instrument Recorded in Real Estate T/D Book No. 147 Page 630 This the 26 day of March 19 76
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 186 Page 122 This the 29 day of May 19 75
W. D. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of April, 19 75, among the Grantor, ---------DAVID H. RICE and wife, JUDY D. RICE---------- (herein "Borrower"), STUART ROBINSON---------- (herein "Trustee"), and the Beneficiary, ---BANKERS TRUST SAVINGS AND LOAN ASSOCIATION---, a corporation organized and existing under the laws of ----the State of Mississippi-----, whose address is Post Office Box 918, Jackson, Mississippi 39205-------- (herein "Lender").

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

Lot 1244, Section "F" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, Pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Five Thousand One Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ---May 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 253 PAGE 539
THIS 18 DAY OF Dec. 19 79
W. D. Ferguson
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

David H. Rice —Borrower

Judy D. Rice —Borrower

5965 Lakeshore Drive W.

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 ----David H. Rice and wife, Judy D. Rice---------- who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 21st day of April, A.D., 1975

My Commission expires:
9-25-78

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

no A. 25
185 217 April

5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 25 day of April 1975, and that the same has been
recorded in Book 185 Page 217 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and official seal this the 25 day of April 1975.

Tax Paid.

L. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 211 PAGE 839
THIS 25 DAY OF May 1977
H. D. Ferguson
CHANCERY CLERK

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Deed of Trust
To

THIS DEED OF TRUST, Made and entered into this the 22nd day of April, 1975
by and between Alton S. Huggins, Jr. and wife, Linda L. Huggins

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee, of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Thousand Eight Hundred Ninety-five and 76/100---------- DOLLARS
($ 1,895.76), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

In Thirty-six (36) monthly installments of Fifty-two Dollars and 66/100 ($52.66) each, commencing May 20, 1975, with like installments due on the 20th day of each month thereafter until paid in full.

said note bearing interest from maturity at the rate of 10.00 per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of _____ District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lot 424, Brookhollow West Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof in Plat Book 8, page 3, 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.

Parties of the first part reserve the right to prepay all or any part of the said indebtedness on or before the due date without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Parties of the first part further covenant to maintain fire and extended coverage insurance on the improvement situated on the above described property with loss payable clause in favor of the beneficiary herein.

This is a second lien deed of trust, second and subordinate to that certain indebtedness owed to National Mortgage Company.

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 preciums, 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 mentiond 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 trustees 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 indebtdeness 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.

Alton S. Huggins, Jr.

Linda L. Huggins

224

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Alton S. Huggins, Jr. and Linda L. Huggins

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 April, 19 75

Notary Public

My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

, 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 day of , 19

Notary Public

My Commission expires

Compliments of

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
County.

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A. M., on the 25 day of April, 19 75 and was duly recorded the day of 19 on page

Book No. in my office.

Witness my hand and seal of office this day of 19

Chancery Clerk, D. C.

TITLE INSURANCE is the only guaranteed protection against real estate losses.

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M. 25 day of April 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 25 day of April 1975.

Fees 5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
225 PAGE 120
THIS 11 DAY OF May 1978
H. G. Ferguson
CHANCERY CLERK

225

Agreement
Assignment of this Instrument to
Real Estate TID
No. 186 Page 655
This the 19 day of June 1975
H. G. Ferguson

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Russell O. Dees and wife, Omie Lee Dees

of the first part, hereinafter designated as the Grantor,

Joel P. Walker, 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-TWO THOUSAND AND No/100 - - - - - - - - - - DOLLARS

($22,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

The note is due December 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 State of Mississippi, and more particularly described as follows, to-wit:

The Northwest Quarter of Section 9, Township 3, Range 9
Less 10 acres in a Square in the Northeast corner containing
150 acres, more or less.

This deed of trust is second to the Deed of Trust to Equitable Life Assurance Society of the United States dated April 25, 1973 recorded in Book 158, page 47. Any default in the first lien deed of trust shall be a default in this deed of trust which would authorize foreclosure.

Copyright Mississippi Bankers Association

Also 500 acres of soybeans to be cultivated by First Party.

All cattle of every kind and character, presently owned or hereinafter acquired either by birth or purchase, more specifically described as follows: 40 head Grade Beef Type Cows and increase.

All equipment of every kind and character relative to the farming operation of Russell Dees, more specifically described as follows:
One 700 B Case Combine Serial # 8228674
One 900 S Case Combine Serial # 8268617
One 900 S Case Combine Serial # 8268503
One 900 S. Case Combine Serial # 8268500
One 4000 Ford Tractor Serial # C290448
One 3020 John Deere Tractor Serial # 52857
One 3020 John Deere Tractor Serial # SNT112R87607R
Tow 4 Botom Breaking Plows F125
Two 13' Disc
One Offset Disc.
Two 4-Row Cultivators
One 2-Row Ferguson Cultivator
One 4-Row John Deere Hipper
One International 4-Row planter

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 convenant herein contained, then and in that ovent 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 day of April 1975.

Russell O. Dees
Russell O. Dees

Omie Lee Dees
Omie Lee Dees

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 Russell O. Dees and wife, Omie Lee Dees, 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 April 1975.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

no A. 25 185 225 Board 10

25 Board

5.00

228

Assignment of this Instrument Recorded in
Real Estate T D
No. 187 Page 648
This the 15 day of July 1975
H. D. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

JOHN E. MELTON AND WIFE,
VICKIE H. MELTON

To { DEED OF TRUST

JANE F. HERRINGTON

THIS INDENTURE, Made this 18th day of April 19 75
between John E. Melton and wife, Vickie H. Melton, parties of the first part,
and Jane F. Herrington, party of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of $13,000.00 with interest to accrue at the rate of 8% per annum and being due and repayable in 144 amortized monthly installments of $140.72 each, the first installment due on or before the 18 day of May, 1975 and one installment due on the same day of each month thereafter until paid in full.

~~and may further amount that the party of the second part may furnish the party of the first part having the same the sum of~~ ~~and the party of the first part having agreed to secure the prompt~~ Payment whereas 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 Dudley B. Bridgforth, Jr. Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that are now or hereafter growing or to be grown by and~~ family, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the lands ~~may cultivate or come to be cultivated as landlord or tenant and all farming implements of every kind and~~

Lot in the Town of Olive Branch in the Northwest Quarter of Section 34, Township 1, Range 6 West being more particularly described as BEGINNING at a point 394 feet South and 105 feet Southeast of the intersection of U. S. Highway 78 and Blocker Street being the Northwest Corner of Block 12, according to the official Town Map for the Town of Olive Branch; thence in a Southeasterly direction 105 feet to a point on the South side of Stuart Street; thence in a Southwesterly direction 150 feet; thence in a Northwesterly direction 105 feet to a point; running thence in a Northeasterly direction 150 feet to the point of beginning and being desiganted as Lot # 103 in Block 12, said Town of Olive Branch and being the same property conveyed to Jane F. Herrington, as shown by deed of record in Deed Book 56, Page 613, Land Deed Records, 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 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.

Parties of the first part covenant and agree to maintain fire and extended coverage insurance on the residence situated on the above lot in an amount not less than $15,000.00 with a loss payable clause to party of the second part.

CANCELLED BY AUTHORITY RECORDED IN BOOK 357 PAGE 535
DAY OF Feb 3 19 76
H. D. Ferguson CHANCERY CLERK P.S.

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 ~~may be compounded with 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 her assigns or legal representatives, can at any time appoint a Trustee in his stead.

Witness our signature S the date written above.

Witness

Witness

John E Melton
John E. Melton

Vickie H. Melton
Vickie H. Melton

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named John E. Melton and wife, Vickie H. Melton 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 18th day of April 1975

My Commission Expires (SEAL)
5-4-77

Notary Public
By

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 25 day of April 1975, and that the same has been recorded in Book 185 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of April 1975.

no

2.50

H. D. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 189 PAGE 221
THIS 14 DAY OF Aug 19 25
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corporation hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 697, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32 and 33.

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 BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 16,252.50) Sixteen Thousand Two Hundred Fifty-Two & 50/100 Dollars due on demand, or on or before Nine (9) months from date with interest due and payable monthly until all principal and interest is paid in full

as provided in promissory note of even date

bearing interest at the rate ~~of xxxxxxxxxxxxxx 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.

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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 23rd day of April 19 75

ATTEST:

Bob Gray

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones

Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal this 23rd day of April 19 75

Bobbie M. Greaves Notary Public

My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

30 minutes A.M. 25 day of April 1975, and that the same has been

recorded in Book 185 Page 229 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 25 day of April 1975.

3.00

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 100
THIS 19 DAY OF May 19 76
CHANCERY CLERK

231

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

EDWARD L. WHITTEN, SR. and wife, ANN YATES WHITTEN,

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

EIGHTY THOUSAND AND NO/100 - DOLLARS

($80,000.00) 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 Demand, or -
On or before One Hundred Eighty (180) days from date, being October 22, 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.)

Copyright Mississippi Bankers Association

(Description of Property Attached.)

Lot No. 3, Mussacuna Plantation, Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as:

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26; thence South 89° 48' 19" West 715.05 feet to the Point of Beginning; thence South 0° 00' 00" West 200.00 feet; thence North 89° 48' 19" East 330.00 feet; thence South 23° 31' 46" East 438.36 feet; thence South 0° 00' 00" West 488.74 feet; thence North 57° 51' 14" West 569.58 feet; thence South 89° 48' 19" West 604.95 feet; thence South 0° 00' 00" West 1,160.00 feet; thence North 89° 48' 19" East 1,319.55 feet; thence South 0° 00' 00" West 660.00 feet to a point, said point being the Southeast Corner of Section 26, Township 3 South, Range 8 West; thence South 89° 48' 19" West 2,639.10 feet; thence North 0° 00' 00" East 2,640.00 feet; thence North 89° 48' 19" East 1,924.05 feet to the Point of Beginning and containing 121.38 Acres, more or less.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant 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 25th day of April, 1975.

Edward L. Whitten

Edward L. Whitten, Sr.

Ann Yates Whitten

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 wife, ANN YATES WHITTEN, 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 April, 1975.

My Commission Expires: April 3 1979

Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 231 records of REAL ESTATE TRUST DEEDS of said County.

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

$5.00

D. D. Tubbs, Clerk

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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

PERRY DAVID JOYNER and wife, PATRICIA J. JOYNER,

of the first part, hereinafter designated as the Grantor,

David A. Gustafson, Trustee, of the second part, hereinafter designated as Trustee, and

FRANKLIN J. DEAN, JR. and wife, EDNA EARL DEAN, 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 TWENTY THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - DOLLARS ($20,500.00) 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 maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

240 equal monthly installments of $171.48 each, beginning on the 1st day of June, 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 May , 1995; 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:

Lot 4 in Thweatt Subdivision in Section 2, Township 2 South, Range 8 West, DeSoto County, Mississippi, as shown by the plat recorded in Plat Book 2, Page 39 in the Office of the Chancery Clerk of said county;

Together with all improvements and appurtenances thereunto belonging.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 774 PAGE 158
THIS 4 DAY OF August 19 95
W. E. Adams
CHANCERY CLERK
By D.C. Hubbard D.C.

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 convenant 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.

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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 24th day of April, 1975.

Perry David Joyner

Patricia J. Joyner

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 PERRY DAVID JOYNER and wife, PATRICIA J. JOYNER, 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 24th day of April, 1975.

My Commission Expires: April 3 1979

Notary Public

(SEAL)

My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 234 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Memphis Kimberly-Clark Employees Federal Credit Union the beneficiary, does hereby certify that a certain trust deed bearing date the 31st day of October 1968, made and executed by Thelbert C. Holland and wife, Virginia E. Holland to Memphis Kimberly-Clark Employees 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 Real Estate Trust Deed Record No. 105 on page 436 of the Record of Trust Deeds, on the 8th day of November 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.

Memphis Kimberly-Clark Employees Federal Credit Union

Tennessee
STATE OF ~~MISSISSIPPI~~ ~~DeSoto County~~ } ss.
County Of Shelby

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid Memphis Kimberly-Clark Employees Federal Credit Union 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 24 day of April A. D. 19 75

My Commission Expires Feb. 18, 1976

LAWYERS-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 237 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.

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

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DEED OF TRUST

WHEREAS, Larry F. & Sharon L. Morris are justly indebted to Liberty Loan Corporation Conway Yates-Trustee in the sum of one thousand one hundred seventy eight DOLLARS and according to the terms of a promissory note of even date herewith made by borrowers payable to lender and described more fully as herein set out, dated, April 22, 1975, and payable in installments of $ 49.00 each on the 1st day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee, for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed [illegible] Liberty Loan Corporation

WHEREAS borrowers 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.

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by CONWAY YATES 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 Horn Lake, Mississippi District of Second County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 325, Section ''A(', DESOTO VILLAGE Subdivision, in section 34 Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, pages 9 thur 14, in the office of the Chancery Clerk of DeSoto County, Miss., geing more particularly described as follows: Beginning at a point in the southeasterly line of Greenbrock Cove North at the nottthern-most corner of Lot 324 of said subdivision 120.5 feet northwesterly along the southeasterly line of Greenbrook Cvoe North 74.49 feet to a point at the Wentorn-most corner of Lot 326 of said lot 326 of said subdivision; thence southwestardly 35 feet to a point at the eastern-most corner of Lot 323 of said subdivision; thence westardly 67.85 feet to a point vt the eastern-most corner of said lot 324; thence nothwestardly 99.88 feet to the point of beginning

Gross:	1178.44
Ldrs. Int.:	343.57
Ser. Chg.:	none
Life Ins.:	23.52
Fire Ins.:	35.28
Cash to Cust.:	301.39

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed to 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 indemnifies the beneficiary herein not only against any loss they may sustain by virtue of their unconditional endorsement of that certain promissory note described heretofore but also such future and additional advances as may be made to the grantors, or either of them, by the lender or the beneficiary in a sum not exceeding $20,000 (the beneficiary or the lender to be the sole judge as to whether or not any such future additional advances will be made) as well as any additional indebtedness heretofore or hereafter contracted with the lender or beneficiary hereunder 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 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: If default be made in any payment of any installment or principal or interest of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness indemnified by this instrument, may at the option of the beneficiary, and without notice of the grantor be declared immediately due and payable.

Third: A failure on the part of the beneficiary to exercise any option herein contained in event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in event of any subsequent default.

Fourth: 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 proceeding be taken against the grantors, or the 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 any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to 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 to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, for application by it, in behalf of the undersigned, to any balance then remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the proceedings for the benefit of the undersigned and guaranty of said beneficiary, to payment of said note, whether all there be then due or not, and costs of making sale.

The undersigned further represents unto the said beneficiary that there are no liens or encumbrances of any sort against the property conveyed herein, and this representation is made for the purpose of inducing the said beneficiary to guarantee and unconditionally endorse the note of the undersigned hereinbefore described.

The beneficiary, or any owner of said notes, or either of them is hereby authorized to appoint successive trustees in the place of CONWAY YATES, Trustee named herein, or his successor or successors, if from any cause the said Trustee, or his successor or successors shall not be present, able and willing to execute this trust.

This conveyance, however, is in trust to indemnify Liberty Loan Corporation against any loss they may sustain on the said note secured hereby and any and all other indebtedness or losses that may become due and owing to the beneficiary-lender under the terms of this instrument and indemnified 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 of the notes heretofore mentioned 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 mentioned herein, 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 herein, 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 a 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 22nd Day of April A.D., 19 75.

Larry Morris

Sharon L. Morris

STATE OF MISSISSIPPI

Desoto COUNTY

Personally appeared before me, the undersigned Larry Morris and Sharon Morris in and for said County, the within named 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 this 23 day of April 19 75.

My Commission expires 6-1-7[illegible]

Vivian G. Tyler

Form 220 Rev. 4/68

CANCELLED BY AUTHORITY RECORDED IN BOOK 238 PAGE 649 THIS 28 DAY OF Feb. 1979
H. G. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 238 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

H. G. Ferguson Clerk

Attempted
CANCELLED BY AUTHORITY, RECORDED IN BOOK
1133 PAGE 116
THIS 27th DAY OF July, 1999.
W. E. Davis
CHANCERY CLERK
by D. Starkey DC

Assignment of this instrument recorded in
Real Estate T/D Book
No. 189 Page 24
This the 8 day of Aug. 19 75
H. L. Ferguson Clerk

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VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of April, 19 75, by and between

EDWARD EUGENE SURMAN, JR. and wife, NORMA S. SURMAN,

, hereinafter called the Grantor;
G. L. OATES , hereinafter called the Trustee, and

WORTMAN & MANN, INC., a corporation organized and existing under the laws of State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 20, Wilco Estates Subdivision, in Section 7, Township 4, Range 7 West, as per plat thereof in Plat Book 9, Pages 19 through 22, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

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

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1151 PAGE 325
THIS 24th Day of Sept, 1999.
W. E. Davis
CHANCERY CLERK
by D. Starkey DC

Magnolia Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate T/D BOOK.
NO. 970 PAGE 485
THIS THE 11 DAY OF Feb, 19 98
W. E. Davis
CHANCERY CLERK
by B Cleveland D.C.

Magnolia Fed. Bank for Savings
Assignment of this instrument recorded in
Real estate T/D Book
No. 510 Page 581
This the 10th day of June 19 90
W. E. Davis Clerk
by D. Taylor D.C.

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY Dollars ($ 48,850.00), with interest from date at the rate of eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of WORTMAN & MANN, INC., 444 North State Street, in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of THREE HUNDRED FIFTY-EIGHT & 56/100 Dollars ($ 358.56), commencing on the first day of June , 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 May ~~MAX~~ 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

. 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale; and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Edward Eugene Surman Jr.
EDWARD EUGENE SURMAN, JR.

Norma S. Surman
NORMA S. SURMAN

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named EDWARD EUGENE SURMAN, JR. and NORMA S. SURMAN, 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 April, 1975.

Elaine McLemore Elder
NOTARY PUBLIC

My Commission Expires May 8, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 10 minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 239 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 199 PAGE 36
THIS 23 DAY OF April 19 76
W. D. [illegible]
CHANCERY CLERK

4/21

LICENSED LENDER

FINANCEAMERICA CORPORATION **LAND DEED OF TRUST**

1711 Stateline Rd. Southaven, Mississippi
NO. AND STREET CITY

NO. B40774-2 MONTHLY INSTALLMENT DUE DATE 28th
MORTGAGORS—BORROWERS SPOUSE

Virgil Eugene Grace &Joe Lobley
Route 2 Box 339
Olive Branch, Miss.

LOAN DATE 4/22/75

INTEREST (DISCOUNT)	SERVICE CHARGE	COMBINED DOC. & SURV. CHG.	OFFICIAL FEES	TOTAL OF PMTS. CONTR. OF LOAN
$373.77	$	$2373.77	$5.50	$9036.00

PRINCIPAL AMT OF LOAN $6662.23

NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE $ 251.00 AND 35 $ 251.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE
RATE

FIRST PAYMENT DUE 5/28/75
FINAL PAYMENT DUE 4/28/78
RESCISSION DATE 4/25/75

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. Whittell, 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:

Route 2 Box 339
Olive Branch, Mississippi

In Section Twenty-two (22), Township Two (2), Range Six (6) in DeSoto County, Mississippi, beginning at the Northwest corner of one acre of land conveyed to Frank Stephens and wife on April 25, 1959; running thence West 105 feet to a point; thence South 210 feet to a point; thence East 105 feet to a point; thence North 210 feet to the point of beginning, containing one half (½) acre of land, more or less.

The property herein conveyed is encumbered by lien of a Deed of Trust recorded in Book 83 at Page 457 in the office of the clerk of the Chancery Court, DeSoto County, Mississippi, making this Deed of Trust herein a recorded second lien on said property.

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 22nd day of April 19 75
Signed in the presence of:

J. D. Joyce

x Virgil Eugene Grace (SEAL)

x Joe Lobley Grace (SEAL)

x (SEAL)

690 Miss.

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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 Virgil Eugene & Jo Lobley Grace

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 22 day of April, 19 75

My Commission Expires April 22, 1978

Rebecca L. McCarley

NOTARY PUBLIC

TRUST

Chancery Court

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 243 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

Return to:
Record Data of Mississippi, Inc
Suite 922-100 N. Main St.
Memphis, Tn. 38103

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 197 Page 630
This the 26 day of March 19 76
W. L. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 186 Page 124
This the 26 day of May 19 75
W. L. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of April, 1975, among the Grantor, ---------ERNEST B. WHITE, JR. and wife, PEGGY G. WHITE---------
---------- (herein "Borrower"),
STUART ROBINSON---------- (herein "Trustee"),
and the Beneficiary, ------BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of ---the State of Mississippi------, whose address is Post Office Box 918, Jackson, Mississippi 39205-------- (herein "Lender").

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

Lot 77, 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 Clerk of DeSoto County, Mississippi.

RECORDED IN BOOK 141
October 15
Ferguson
CHANCERY CLERK
D.S.

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 Three Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ------May 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ernest B. White, Jr. —Borrower

Peggy G. White —Borrower

180 Tara Street

Hernando, Mississippi 38632
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 -------Ernest B. White, Jr. and wife, Peggy G. White--- who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 25th day of April, A.D., 19 75.

My Commission expires:

Elaine McLemore Elder
Notary Public

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock and 15 minutes A. M 29 day of April 19 75 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 245 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book 187 Page 160 This the 24 day of June 1975

Assignment of this Instrument Recorded in Real Estate T/D Book 186 Page 617 This the 17 day of June 1975

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VA Form 26-6322 (Home Loan) Revised December 1963. 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 25th day of April, 1975, by and between Otis Mangrum and wife, Ethel Mangrum, hereinafter called the Grantor; C. B. Henley, hereinafter called the Trustee, and Bailey Mortgage Company, a corporation organized and existing under the laws of State of Mississippi, having its principal office and post-office address at P. O. Box 1389, Jackson, Mississippi 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 property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 7, in Northwood Subdivision, Part 1, as recorded in Plat Book 4, Page 22 in the office of the Chancery Court Clerk of DeSoto County, Mississippi and being more particularly described by metes and bounds as follows: BEGINNING at a point on the West Line of Cedar Cove, said point being the Southeast Corner of Lot 6; thence Easterly, along the South Line of Cedar Cove and along the line between Lots 7 and 8, a distance of 144.40 feet to the Southeast Corner of Lot 8; thence Southerly, along the Easterly Line of Lot 7, a distance of 95.00 feet to the Northeast Corner of Lot 1; thence Westerly, along the line between Lots 1 and 7, a distance of 100.00 feet; thence Northwesterly, along the line between Lots 3 and 7, a distance of 69.12 feet; thence Northwesterly, along the line between Lots 4 and 7, a distance of 37.55 feet to the point of beginning. Said lot located in Section 13, Township 3, Range 8 in the Town of Hernando.

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 in the full amount committed upon by the Veterans Administration under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date of this loan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby secured at one due and payable and may foreclose immediately or may exercise any other rights hereunder or take any further action as by law provided.

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 769 PAGE 81 THIS 30 DAY OF June 1975 U.S. Davis by Shirley Henderson CHANCERY CLERK

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/D Book No. 196 Page 617 This 3 day of March 1976 A. D. Ferguson Clerk

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Five Thousand Five Hundred Dollars ----~~Dollars~~ ($25,500.00), with interest from date at the rate of eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Eight-Seven &17/100 Dollars ($ 187.17), commencing on the first day of June , 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 May , 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 Beneficiaries 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 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 ve hereunto set our hand(s) the day and year herein first written above.

Otis Mangrum
Otis Mangrum

Ethel Mangrum
Ethel Mangrum

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned AUTHORITY in and for said County, the within named Otis Mangrum and Ethel Mangrum , his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of April , 1975 .

Rebecca Kelly
NOTARY PUBLIC

MY COMMISSION EXPIRES:
9-4-78

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 249 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 188 PAGE 314
THIS 30 DAY OF July 1975
D.D.T. Travis
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corporation, hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 699, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32 and 33.

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 BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($ 12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollars due nine (9) months from date, or at demand, with interest due and payable monthly until all principal and interest is paid in full,

as provided in promissory note from date

bearing interest at the rate [illegible], 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.

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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 23rd day of April 19 75

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal this 23rd day of April A.D. 75

Bobbie 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 11 o'clock 30 minutes A. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

BY AUTHORITY RECORDED IN BOOK
188 PAGE 242
THIS 25 DAY OF July 1925
H. L. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corporation, hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 703, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32 and 33.

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 BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($ 12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollars due on demand or on or before Nine (9) months from date with interest due and payable monthly until all principal and interest is paid in full.

as provided in promissory note of even date

bearing interest at the rate of ~~xx~~ 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.

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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 23rd day of April 19 75

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 23rd day of April 19 75

Bobbie M. Bracewell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 25 day of April 1975, and that the same has been recorded in Book 185 Page 255 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

D.C. By of Wit Page and th on the was fi County I, th COUN STAT

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Jerome Basil Rose, Sr.

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of October 19 74, made and executed by John W. Forister and wife, Louise V. Forister of _____ to _____ the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 180 on page 402 of the Record of Trust Deeds, on the 11th day of October A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Jerome Basil Rose Sr.

STATE OF TENNESSEE
Shelby County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid Jerome Basil Rose, Sr. 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 25 day of April A. D. 1975

Betsy J Thomason

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 257 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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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 those certain Deeds of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 697, 699 and 703, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

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 lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 28th day of April, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Robert P. Watson, Vice President

ATTEST:
H. B. Goddard, 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 Robert P. Watson and H. B. Goddard, who acknowledged that as Vice President and Vice President, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, 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 28th day of April, 1975.

Joyce E. Johnson
Notary Public

My Commission expires:

MY COMMISSION EXPIRES SEPTEMBER 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. 29 day of April 1975, and that the same has been recorded in Book 185 Page 258 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Hosley Weaver, and wife, Clyde Weaver

parties of the first part, are justly indebted unto Money Mart, Inc. of Olive Branch, Miss. (HOLDER) party of the second part, in the sum of Three Hundred Sixty Three and 85/100'S ---------- DOLLARS ($ 363.85) as evidenced by a promissory note, dated February 11, 19 75, and due and payable in 18 installments of $ 1@23.85 17@20.00 each beginning March 25, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention 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 extention or renewal thereof, or any part thereof;

NOW THEREFORE, we

hereby sell, convey, and warrant unto Jim Amos (NAME OF TRUSTEE) of Olive Branch (CITY), Miss. (STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

One acre, in the shape of a rectangle, situated in the East Half of the Northeast Quarter of the Northwest Quarter of Section 26, Township 1, Range 6 West, and more particularly described as follows:

Beginning at the Southeast corner of the 2 acre tract which was conveyed to Willie Alexander and Alice Alexander by Mariah Shipp by deed dated December 8, 1962, and of record in Book 54, Page 155 of the Deed Record of DeSoto County, Mississippi, and to which deed reference is hereby made (and which beginning point is 391.3 feet, more or less, South of the public road on the North line of said section.); thence East a distance of 162 feet to a point; thence North a distance of 268 feet to the point; thence West a distance of 162 feet to a point; thence North a distance of 268 feet to the point of beginning, and being the same 1 acre of land conveyed to First Parties by Mariah Shipp, widow, by warranty deed dated June 17, 1965, and of record in Book 62, Page 251 of Deed of Records of DeSoto County, Mississippi.

TO HAVE AND TO HOLD, the aforedescribed 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.

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

WITNESS 2 signature(s), this the 11 day of April, 1975.

WITNESSES:

Sheila Evans

Hosley Weaver

Clyde Weaver

STATE OF MISSISSIPPI

County Of DeSoto

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

Given unto my hand and official seal, this the 11 day of April, 1975.

MY COMMISSION EXPIRES: 7/23/75

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, deposeth and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER 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

Trustee, Clerk, ... 1975 ... the same to ... acknowledgment, is ... page ... office. ... seal, this the ... 19__ ... Clerk ... D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock AM minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 259 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 17 day of Oct 1975
The Hernando Bank
By B P Graves Cashier
Attest
H. D. Ferguson
Chancery Clerk
M. Mentor, D.C.

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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 Richard P. Williams and wife, Opal U. Williams

of the first part, hereinafter designated as the Grantor, The Hernando Bank

William W. Ballard 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

Six Thousand, One Hundred, Thirty Two and No/100 - -- DOLLARS

($ 6,132.00) 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 maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 48 monthly installments of $127.75 each, beginning the 10 day of June, 1975, and one installment due and payable on or before the 10th day of each succeeding month, with interest interest from maturity at the rate of 10% per annum

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

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

State of Mississippi, and more particularly described as follows, to-wit: Lot 4 of Woodland Lake Subdivision as shown in plat appearing of record in Plat Book 1, Pages 15A, 15B, and 15C in the land records of DeSoto County, Miss. in the office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description. Said lot being in Section 18, Township 3, Range 9, DeSoto County, Miss. Also a proportional part of the lake known as Woodland Lake and a proportionate part of the Dam site.

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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 convenant 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 25 day of April 1975

R P Williams

Opal U. Williams

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 Richard P. Williams and wife, Opal U. Williams 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 25 day of April 19 75

My Commission Expires: My Commission Expires May 7, 1977

Beverly B. Scott
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
50 minutes A. M. 29 day of April 1975, and that the same has been
recorded in Book 125 Page 241 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees 5.00

H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 159 THIS 17 DAY OF Oct. 1977
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

Roland I. Lyons and wife, Mildred Lyons

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank of the third part, hereinafter designated as the Beneficiary.

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

Two Thousand Four HundredForty-six and 56/100 ---------- DOLLARS

($ 2,446.56) 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:

Payable in thirty-six (36) monthly installments of $67.96 each, commencing on the first day of June, 1975, with each subsequent and succeeding installment being due on the first day of each month thereafter, with the final installment being due and payable on May 1, 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:

That certain lot or parcel of land in the Village of Nesbit, DeSoto County, Mississippi, being Lot #5 on Section 26, Township 2, Range 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 improvements thereon and appurtenances thereunto belonging.

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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 convenant 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.

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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 25th day of April 1975.

Roland I. Lyons

Mildred 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 wife, Mildred 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 25th day of April 1975.

My Commission Expires: My Commission Expires January 18, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
4no minutes A. M. 29 day of April 1975, and that the same has been
recorded in Book 185 Page 264 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 212 PAGE 588
THIS 17 DAY OF June 19 77
H. D. Ferguson
CHANCERY CLERK

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This Indenture, made by and between

WILLIAM J. NUNNERY, JR., unmarried,

party of the first part; WILLIAM W. SIMMONS III, party of the second part, as Trustee; and

MEMPHIS BANK & TRUST COMPANY, of 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:

Beginning at the southwest corner of Section 20, Township 1 South, Range 7 West, thence in a northerly direction along the west line of Section 20, 210 feet to a point 35 feet east of the Swinnea Road center line, thence 90 degrees 00 minutes in an easterly direction 1033 feet to a point, thence continue in an easterly direction with a deflection angle 1 degree 35 minutes 54 seconds left 350 feet to the point of beginning, thence 90 degrees 00 minutes in a northerly direction 210 feet to a point in the north line of Mary Jones property; thence 90 degrees 00 minutes in an easterly direction 420 feet to a point; thence 90 degrees 00 minutes in a southerly direction 210 feet to a point; thence 90 degrees 00 minutes in a westerly direction 420 feet to the point of beginning, containing 2.02 acres from the Mary Jones 5.92 acres, located in DeSoto County, Mississippi. Being the same property conveyed by Mary Jones and husband, Jim Jones, to William J. Nunnery, Jr., by warranty deed recorded in book 116 page 2, of the Records in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $ 3,686.04, evidenced by the following promissory note of even date herewith:

Said note for $3,686.04 including interest, is payable in 35 consecutive monthly installments of $102.39 each, and one final installment in the amount of $102.39, the first of said installments being due on May 23rd, 1975, and the remaining installments, one each, on the same day of each and every succeeding month thereafter until the entire amount of principal and interest has been paid in full.

Said note is payable to the order of MEMPHIS BANK & TRUST COMPANY, and is executed by the said WILLIAM J. NUNNERY, JR.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 25th day of April, 1975.

Witness:
Walter J. Smalley, Jr.

William J. Nunnery, Jr.

268

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

WILLIAM J. NUNNERY, 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 25 day of April, 1975.

My Commission expires
9/13/78

E. Lawrence
Notary Public.

MID-SOUTH TITLE INSURANCE CORP.
MEMPHIS, TENNESSEE

TRUST DEED

WILLIAM J. NUNNERY, JR.,

Mortgagor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, [illegible], Clerk of the Chancery Court for the County aforesaid, do certify that the within instrument was filed for record in my office on the 29 day of April, 1975, at 11 o'clock A. M., and was duly recorded in Book 125 Page 267

WITNESS my hand and seal of office this 29 day of April, 1975.

[illegible] D.C.

TITLE INSURANCE protection

Mortgagee
#1101 Ne
Memphis, Te

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 29 day of April 1975, and that the same has been
recorded in Book 125 Page 267 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees $ 5.00 pd.

SEAL H. H. Ferguson, CLERK

269

Assumption Agreement
of this Instrument
Real Estate T.B.
212
22 Nov. 197
Mary Lou Turner

Revised April, 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Richard E. Atkins

and wife, Margie V. Atkins hereinafter designated

Grantor, do hereby sell, convey and warrant unto Tom B. Scott, Jr., whc

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 101B, 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.

Stokes-Hermitage Mtg Corp.
Real Estate T/D
1633
recorded in book
WE Davis 62
April 1993
Chancery Clerk
by: Woodard D.C.

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 Thousand, One Hundred Fifty and 00/100 Dollars, evidenced by our certain promissory note of even date herewith, bearing interest at the rate of 7.75 % 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:

$ 216.18 payable on the 1st day of June 19 75, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

At 615
HEDERMAN BROS., JACKSON, MISS.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2203 PAGE 24
THIS 26 DAY OF April 2005
W. E. Davis CHANCERY CLERK
By: J. Knight D.C.

270

(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 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 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 ~~of the grantor~~ of the aforesaid Richard E. Atkins has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her ~~this~~ 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 25th day of April 19 75

Richard E. Atkins

Margie V. Atkins

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Richard E. Atkins and his wife ~~xxxxxxx~~ Margie V. Atkins, 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 25th day of April 19 75

My commission expires:
September 25, 1978

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.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock ~~xx~~ minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 269 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

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

My commission expires:

Notary Public

272

FOR REAL ESTATE, CHATTEL OR BOTH

JOHN GARTRELL, GRANTOR

To { DEED OF TRUST
THE HERNANDO BANK, BENEFICIARY

THIS INDENTURE, Made this 15th day of April 19 75
between John Gartrell
and The Hernando Bank of the first part, of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Thirty-Three Thousand Dollars ($33,000.00) evidenced by one promissory note of even date bearing 9% interest per annum due and repayable on or before April 15, 1976.

life of this trust deed

and any further amount that the party of the second part may furnish the party of the first part during the ~~XXXXXXX~~ not to exceed Ten Thousand Dollars ($10,000.00) 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 Trustee, the part y of the first part ha 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 he now ha s on hand, and all the crops of every kind to be grown by grantor and family, or any hands working with or under him either as landlord or tenant or otherwise, during the year 1975-76 the land that he may cultivate, or cause to be cultivated, as landlord or tenant and all his farming implements of every kind and

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

52 acres, more or less, in the East Half of the Southeast Quarter of Section 20, Township 3, Range 9 described as BEGINNING at a point in the center of Sullivan Road 868.75 feet west of the northeast corner of the Southeast Quarter of said Section 20; thence south 84° 47' west [redacted] 208.75 feet; thence south 6° 04' east 2,668 feet, more or less, to the southwest corner of the East Half of the Southeast Quarter of said Section; thence north 84° 49' east 1,320 feet to a stake; thence north 6° 04' west 1,320.14 feet to a stake; thence south 84° 49' west 902.5 feet to a stake; thence north 6° 04' west 1,153.1 feet to a stake; thence north 84° 47' east 33.75 feet to a stake; thence north 6° 04' west 208.75 feet to the point of beginning, and being the same land conveyed by deed in Book 61, Page 199, [redacted]

J G

Also all dairy cattle of every kind, character and description located on the above described land, and 125 head of dairy cattle located on the home place of First Party, including all increase.

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 April 19 76 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 y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

John Gartrell

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority
John Gartrell 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 April 1975

(SEAL)

My Commission Expires May 7, 1977

Beverly B. Scott Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named 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
40 minutes A. M. 29 day of April 1975, and that the same has been
recorded in Book 185 Page 272 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees $ 2.50 pd.

SEAL H. G. Ferguson, CLERK

Paid Satisfied and Cancelled
This 2 day of July 1976
The Hernando Bank
By J. Thompson V.P.

Attest
H. G. Ferguson
Chancery Clerk
by E Dillon D.C.

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 James L. Patterson and wife, Georgia A. Patterson to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated March 31st, 1975, securing a note in the sum of $ 37,900.00, recorded in Book 184, Page 447, of the office of the Chancery Clerk of De Soto, 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 28th day of April, 1975.

Bankers Trust Savings and Loan Association

BY: W. S. Weems
W. S. Weems, Senior Vice President

ATTEST:

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 28th day of April, 1975.

Carrie L Bell
Notary Public

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

M-120

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock AM minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 223 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

274

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 202207

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 James B. Chamberlin and Wife, Betty B. Chamberlin on December 22nd, 19 70, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 15,000.00, which said deed of trust is of record in Deed of Trust Book 124, Page 35, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 17th day of April, 19 75.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Lester L. Jeansonne Jr.
Its Treasurer

ATTEST:

By: Harry F. Beacham
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 17th day of April, 19 75.

(SEAL)

Elaine Lewis
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 11 o'clock A M. on the 29 day of April 19 75 and duly recorded in

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. 29 day of April 1975, and that the same has been
recorded in Book 185 Page 274 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $2.50 pd.

SEAL W. D. Ferguson, CLERK

CANCELLED BY AUTHORITY, REC[illegible]
464 PAGE 288
THIS 24 DAY OF Feb 1989
W E Davis by K Cole D.C.
Chancery Clerk

275

FOR REAL ESTATE, CHATTEL OR BOTH

CHARLES EDWARD EASLEY, ET UX
To { DEED OF TRUST
BURTON DYER, ET UX

THIS INDENTURE, Made this 24th day of April, 1975 between Charles Edward Easley and wife, Hazel C. Easley of the first part, and Burton Dyer and wife, Mary B. Dyer of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties of the second part in the sum of $21,800.00 being due and repayable in 240 equal amortized monthly installments of $189.20 each, the first installment due on or before the 15th day of June, 1975 and one installment due on the same day of each month thereafter until paid in full, with interest being amortized at the rate of 8 1/2 percent per annum.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19— not to exceed ——— 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 Dudley B. Bridgforth, Jr. Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that ——— now in ——— on hand, and all the crops of every kind to be grown by ——— and ——— Lands at every hands working with or under ——— either as landlord or tenant or otherwise, during the year 19— on the land that ——— now cultivate, or cause to be cultivated, as landlord or tenant, and all ——— farming implements of every kind and~~

Lots 26 and 27 in Section "B" of the Pleasant Grove Subdivision in the Southwest Quarter of Section 30, Township 1 South, Range 5 West, DeSoto County, Mississippi as shown by plat recorded in Plat Book 4, Page 16 in the office of the Chancery Clerk of DeSoto County, Mississippi.
ALSO 1 acre in the Southwest Quarter of Section 30, Township 1 South, Range 5 West, DeSoto County, Mississippi described as COMMENCING at the Southwest Corner of Section 30; run thence North 89 degrees 50 minutes East along the center line of Mt. Pleasant Road and the South boundary of Section 30, 2,023.07 feet to the center line of Eastern Drive; thence North 6 degrees 55 minutes East along the center line of Eastern Drive 777.42 feet to a point; thence North 83 degrees 5 minutes West 30 feet to the point of beginning on the West right of way of Eastern Drive at the Northeast Corner of Lot 27 in Section "B" of Pleasant Grove Subdivision; run thence North 83 degrees 5 minutes West along the Northerly line of said Lot 27 300 feet to a point in the Easterly line of Lot 25 of said subdivision; thence North 6 degrees 55 minutes East along the Easterly line of Lot 25 69.15 feet to the Northeast Corner of Lot 25; thence North 60 degrees 10 minutes West along the Northerly line of Lot 25 and 24 157.55 feet to a point; thence South 83 degrees 5 minutes East 445.11 feet to a point; thence South 6 degrees 55 minutes West along the West right of way of Eastern Drive 130.5 feet to the point of beginning and being the same property as shown and described in Deed of record in Deed Book 82, Page 351, Land Deed Records, 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 installments when due shall operate to cause entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

Parties of the first part covenant and agree to maintain fire and extended coverage insurance on the residence situated on the property described herein with a loss payable clause to parties of the second part.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due shall operate to cause entire unapaid indebtedness t[illegible]

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 ——— day of~~ as aforesaid 19— then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part their ——— assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Charles Edward Easley (signed)
Charles Edward Easley

Hazel C. Easley (signed)
Hazel C. Easley

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Charles Edward Easley and wife, Hazel C. Easley 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 April, 1975.

My Commission Expires: (SEAL)
5-4-77

[signature]
By 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. 29 day of April 1975, and that the same has been recorded in Book 185 Page 275 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $ 2.50 pd

276

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, Olive Branch of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 7th day of June 19 74, made and executed by B. K. Holloway and James Youngblood 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. 179 on page 399 of the Record of Trust Deeds, on the 11th day of September 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 the 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, DeSoto County. } ss.

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 25th day of April A. D. 19 75

Linda O. Perry
Notary Public

My commission expires: Nov. 24, 1975

LAWYERS-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 29 day of April 1975, and that the same has been recorded in Book 185 Page 276 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 10th day of April 1979
DeSoto Title Co., Inc. Trustee
Geo. W. Ingram
Attest:
H. W. Ferguson
Chancery Clerk By Jo-Mc

277

DEED OF TRUST

This indenture made this 24th day of April, 19 75, between Rickey D. Hill and wife, Debra L. Hill

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 $ 3,315.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 55.25, ~~and one installment due monthly thereafter~~; the first installment due the 1st day of June, 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 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 316 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, .

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

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

Witness our signatures this the date written above.

Martha Dozier

Rickey D. Hill
Debra L. Hill
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Rickey D. Hill and wife, Debra L. Hill, 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 24th day of April, 19 75.

Joan N. Zachary
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 277 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of April 1975.

Fees $ 2.50 pd.

H. W. Ferguson, CLERK

278

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI. }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Raines M. Gill, III

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

bearing date the 21st day of March 19 74, made and executed by Gerald R. Gray et ux.,

Jacqueline D. Gray of Southaven, Mississippi, to Raines M. Gill, III

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Trust Deed Record No 173 on page 233

of the Record of Trust Deeds, on the 1st day of April 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.

Raines M. Gill, III

STATE OF MISSISSIPPI. }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Raines M. Gill, III

in and for County and State aforesaid Raines M. Gill, III 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 18th day of April A. D. 19 75.

D. Russell Jones
NOTARY PUBLIC

My commission expires: My Commission Expires Nov. 2, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
10 minutes A M. 30 day of April 1975, and that the same has been
recorded in Book 185 Page 278 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of April 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
257 PAGE 434
THIS 2 DAY OF April 1980
D. G. Ferguson
CHANCERY CLERK

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This Indenture, made by and between James E. Gray and wife, Patricia L. Gray

party of the first part; Robert G. Gilder party of the second part, as Trustee; and
Raines M. Gill, III

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 271, Section "A", DESOTO VILLAGE Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Pages 9 through 14 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Meadowbrook Drive at the southern-most corner of Lot 272 of said subdivision 247.6 feet southeastwardly from the southeasterly curb line of Ridgewood Road, produced; thence southeastwardly along the northeasterly line of Meadowbrook Drive 65 feet to a point at the western-most corner of Lot 270 of said subdivision; thence northeastwardly 130 feet to a point at the northern-most corner of said Lot 270; thence northwestwardly 65 feet to a point at the eastern-most corner of said Lot 272; thence southwestwardly 130 feet to the point of beginning.

This conveyance is made in trust, however, to secure the payment of $ 1,000.00, evidenced by the following promissory notes of even date herewith: an installment note for $1,000.00 together with interest thereon in the amount of 7% per annum after date on the unpaid balance and payable in installments as follows:

Fourty Four and 78/100 Dollars to be due and payable on or before May 1, 1975, and a like installment to be due and payable on the same date of each of the succeeding twenty three months, making the final payment due and payable on or before April 1, 1977.

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

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

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

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

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remain 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 wherever 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 April, 1975.

James E. Gray

Patricia L. Gray

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STATE OF Mississippi
COUNTY OF DeSoto } ss.

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

James E. Gray and wife, Patricia L. Gray

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 28th day of April, 1975

D. Russell Jones
Notary Public

My commission expires: My Commission Expires Nov. 2, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 229 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

GILDER AND JONES, P.C.
LAWYERS
6100 Milbranch Rd.
P. O. Box 55
Southaven, Miss. 38671

Assignment of this Instrument Recorded in Real Estate T/D Book No. 194 Page 302 This the 15 day of Dec 19 75
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 185 Page 453 This the 9 day of May 19 75 281
W. D. F. Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 28th day of April, 1975, by and between

WAYNE S. BONDORA and wife, SARAH LOIS BONDORA

, 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 East Amite Street, Jackson, Mississippi , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 115, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Together with Frigidaire Range, model #RBE-3533P, serial #22CJ3443; Frigidaire Dishwasher, model #DW-DV, serial #40FB0206; Frigidaire Disposer, model # Badger-11, serial #6712897; Standard Water Heater, serial #S-439921; Ruud Furnace, model #UOF-14F151, serial #HF-26733910; Ruud Air Conditioner, model #UT30B4G, serial #570BXF26730770; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that all 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:

CANCELLED BY AUTHORITY RECORDED IN BOOK 224 PAGE 533
THIS 3 DAY OF May 19 78
W. D. Ferguson
CHANCERY CLERK

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand and no/100---------- Dollars ($29,000.00), with interest from date at the rate of Seven & Three-Fourths per centum (7-3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 East Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Seven & 93/100 Dollars ($ 207.93), commencing on the first day of June , 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 May , 2005.

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, and in accordance with amortization schedule. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

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

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Wayne S. Bondora
Wayne S. Bondora

Sarah Lois Bondora
Sarah Lois Bondora

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Wayne S. Bondora and Sarah Lois Bondora, 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 April, 1975.

Bobbie M. Braswell
Notary Public

My Commission Expires:
February 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
~~00~~ minutes A M. 30 day of April 1975, and that the same has been
recorded in Book 185 Page 281 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of April 1975.

Fees $5.00 pd. SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TD Book
No. 186 Page 9
This the 22 day of Mar, 19 75
N.D.T. Register

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PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of APRIL, 19 75, among the **Grantor,** JOHN F. CHRESTMAN AND WIFE, CLARA D. CHRESTMAN (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 38118 (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 1038, Section C, NORTH, DESOTO VILLAGE, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 10, Page 2, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:
Beginning at a point on the East Line of Gatewood Circle, a distance of 23.30 feet North of the tangent intersection with the Northerly Line of Mayfair Drive; thence N 00°02'W, along the East Line of Gatewood Circle, a distance of 95.86 feet to the Southwest Corner of Lot 1037; thence N 89°58'E, along the line between lots 1037 and 1038, a distance of 125.00 feet; thence S 00°02'E, parallel with the East Line of Gatewood Circle, a distance of 100.00 feet; thence S 81°15'W, ALONG the Northerly Line of Mayfair Drive, a distance of 103.16 feet; thence Northwesterly, on a curve to the right, having a radius of 20.00 feet, an arc distance of 34.46 feet to the point of beginning. As per survey by R. H. McMULLEN, RLS, dated March 27, 1975.

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 SIX THOUSAND SEVEN HUNDRED FIFTY 00/100--- 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, 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

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.

JOHN F. CHRESTMAN —Borrower

CLARA D. CHRESTMAN —Borrower

548 MAYFAIR DRIVE

HORN LAKE, MISSISSIPPI 38637
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named JOHN F. CHRESTMAN AND WIFE, CLARA D. CHRESTMAN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 7th day of APRIL, A.D., 1975.

My Commission expires:

Notary Public

My Commission Expires July 9, 1978

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 3 o'clock and
30 minutes P.M. 23

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
30 minutes P. M. 23 day of April 1975, and that the same has been
recorded in Book 185 Page 285 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of May 1975.

Fees $ 5.50

SEAL H. L. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by LARRY L. McMURRY AND WIFE, SUSAN R. McMURRY, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 21, 1975, securing a note in the sum of $ 25,850.00, recorded in Book 184, Page 427, 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 $ 25,850.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of May, 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 23rd day of April, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

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 23rd day of April, 1975.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

NOTARY PUBLIC SHELBY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
P. M. on the 29 day of April 1975, and that the same has been
recorded in Book 185 records of REAL ESTATE TRUST DEEDS
of said County.

1 May 1975.

H. P. Ferguson, Clerk

2.50

Paid, Satisfied and Cancelled

This 25 day of June 1984

Donnie Morgan

290

Attest

D. L. Ferguson

Chancery Clerk by Diena Sumner

FOR REAL ESTATE, CHATTEL OR BOTH

Sam G. South, et ux,

Grantors

To { DEED OF TRUST

W.E. Wilroy, Trustee for Donnie G. Morgan,

Beneficiary

THIS INDENTURE, Made this 30th day of April 1975 between Sam G. South and wife, Sandra L. South, parties of the first part, and Donnie G. Morgan, a widow, 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 Twenty thousand dollars ($20,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 7% per annum from date, due and payable in 10 annual installments of $2,000.00 each with the first installment due and payable April 30, 1976, and one installment due and payable on the 30th day of April of each consecutive succeeding year until all installments are paid. All interest payable annually on remaining unpaid balance.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19---, not to exceed---~~

and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy, 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---now 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 19---, on the land that---may cultivate, or cause to be cultivated, as landlord or tenant, and all---farming implements of every kind and---~~

Part of the Northwest Quarter of Section 28, Township 1, Range 7 West, DeSoto County, Mississippi, more particularly described as follows: BEGINNING at an iron pin, said pin being 924 feet south of the northeast corner of said Section 28, and 3478.2 feet west of the east line of said Section 28, said pin being the northwest corner of the James Clark tract in the south line of Elmer Massey's tract; thence with Massey's tract south 84° 45' west 90.5 feet to an iron pin; thence north 5° 06' west 210 feet to an iron pin; thence south 84° 54' west 103.3 feet to an iron pin being the point of beginning of the herein conveyed tract of land; thence south 84° 54' west 316.7 feet to an iron pin; thence south 5° 06' east 210.0 feet to an iron pin; thence south 84° 54' west 97.5 feet to an iron pin; thence south 4° 43' east 445.7 feet to an iron pin being the northwest corner of the William W. Harrison, et ux 6.0 acre tract; thence north 84° 54' east 445.3 feet to the northeast corner of the said Harrison 6.0 acre tract; thence north 6° 13' west 655.7 feet to the point of beginning containing 5.75 acres, more or less, LESS AND EXCEPT a 20 foot perpetual easement for right of way 20 feet wide granted to William W. Harrison, et ux by deed of date December 16, 1971, of record in Book 93, Page 53 of the Deed records of DeSoto County, Mississippi, and being a part of the land conveyed to Wesley A. Morgan, et ux by Ernest Garth, Jr., et ux by deed of date April 21, 1962, of record in Book 52, Page 540 of the Deed records of DeSoto County, Miss.

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 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.

The party of second part hereby grants unto the parties of the first part the privilege of prepaying the entire indebtedness without penalty after the 5th year, provided all payments are currently made on the date of their maturity.

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 ~~same~~ as aforesaid ~~as~~, 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, 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.

Witness

Witness

Sam G. South

Sandra L. South

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Sam G. South and wife, Sandra L. South

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 30th day of April 1975

MY COMMISSION EXPIRES: (SEAL)

5-8-78

NOTARY

By Daye G. Daniels Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me ---of said County, this day personally appeared the above named ---one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named ---whose name ---subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said ---, and that he saw the other subscribing witness ---sign the same in the presence of the said ---

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 290 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office, this 1 day of April 1975.

2.50

D. L. Ferguson, CLERK

CANCELLED BY AUTHORITY

259 PAGE 9

9 DAY OF May 19 80

H. G. Ferguson

CHANCERY CLERK.

291

TRUST DEED

THIS INDENTURE, made this the 25th day of April, 1975, between JOHN T. SHARP and wife, RUBY R. SHARP, 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 SEVEN THOUSAND FOUR HUNDRED EIGHTY-ONE and 40/100 DOLLARS ($7,481.40), which includes principal and interest, repayable in 60 equal monthly installments of $124.69 each, with the first installment due on the 3rd day of June, 1975, and each subsequent and succeeding installment due on 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 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 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, State of Mississippi:

Lot 19, Allen Subdivision, Section B, in Section 32, Township 1, Range 8 West, DeSoto County, Mississippi:
LOT A - Beginning at southwest corner of Lot 19, Section B, Allen Subdivision; thence north along west line said lot 239.34 feet to a point; thence east and parallel to south line of said lot 182.0 feet to a point; thence south 239.34 feet to a point in south line of said lot; thence west along said south line 182.0 feet to the point of beginning and containing 1.0 acres, more or less.
LOT B - Beginning at southeast corner of Lot 19, Section B, Allen Subdivision; thence west along south line said Lot 19.1 feet to an iron pin; thence north and parallel to east line said lot 239.34 feet to an iron pin; thence west and parallel to south line said lot 182.0 feet to an iron pin in west line said lot; thence north along said west lot line 196.7 feet to northwest corner; thence east along north line said Lot 201.3 feet to an iron pin at northeast corner; thence south along east line said lot 436.1 feet to point of beginning and containing 1.0 acres, more or less.

In regard to Lot A, of the above described property, this Deed is second and subordinate to that certain Deed of Trust of record in Book 83, Page 375, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In regard to Lot B, of the above described property, this Deed of Trust is a first mortgage lien.

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 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 oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 25th day of April, 1975.

John T. Sharp

Ruby R. Sharp

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named John T. Sharp and Ruby R. Sharp, who did 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 seal of office, this the 25th day of April, 1975.

DESOTO COUNTY NOTARY PUBLIC 1980

My Commission expires: Feb. 19, 1976 Bobbie M. Braswell

STATE OF MISSISSIPPI, DESOTO COUNTY

I, ... Clerk of ... County, ... do hereby certify that the within instrument was filed for record at 4 o'clock ... and that the same has been ... in Book ... TRUST DEEDS ... 1975.

10 P. 30 185 291 Paid

1 Mar

2.50

H. G. Ferguson Clerk

292

Paid, Satisfied and Cancelled
This 7th day of Feb. 1976
T.P. Flinn, Jr.

Attest
H.D. Ferguson
Chancery Clerk
By D. Wallace, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Charlie Kirk, Jr., et ux,
Grantors

To { DEED OF TRUST

William F. Hagan, Trustee for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 30th day of April, A.D. 19 75 between Charlie Kirk, Jr. and wife, Avanell P. Kirk, 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 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 February 1, 1975, due and payable February 1, 1977. All interest is payable annually.

and any further amount that the party of the second part may furnish the party of the first part during the ~~year~~ existence of this trust deed not to exceed $1,000.00 and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan 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 ~~are~~ may be now on hand, and all the crops of every kind to be grown by ~~me~~ said ~~my~~ family, or any hands working with or under ~~me~~ either as landlord or tenant or otherwise, during the year 19 ~~76~~ on the land that ~~I~~ may cultivate as more as be cultivated as landlord or tenant and all farming implements of every kind and

All of the South 70 acres of that certain 130 acre tract, which 130 acre tract is all the northeast quarter of Section 24, Township 2, Range 8 West, which lies east of U.S. Highway No. 51, less and except 7-1/2 acres conveyed by Beatrice Christopher to Joe Burnside, et ux, as described by deed of record in Book 30, Page 41, of the deed records of said county, less and except 29-1/4 acres conveyed to Dick Christopher and Sarah Lyon as described by deed of record in Book 24, Page 25 of the deed records of said county, less and except 1-1/3 acres conveyed to the State of Mississippi for highway purposes as described by deed of record in Book 24, Page 26, of the deed records of said county, less 7 acres conveyed to James Lewis Christopher as described in deed of record in Book 28, Page 460 of the deed records of said county. The above described land conveyed by D.A. Gatlin, et ux, to W.S. Hopson and E.E. Prewitt by Warranty Deed of date, April 24, 1953, of record in Book 39, Page 500 of the deed records of said county. Also, Less and except, 2.16 acres conveyed to State Highway Commission of Mississippi by deed recorded in Book 41, Page 390, and less and except 0.72 acres conveyed to State Highway Commission by deed recorded in Book 41, Page 398; and less and except 1.246 acres conveyed to Leslie Douglas, et ux, by deed recorded in Book 91, Page 558 of the records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~day~~ 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 party of the second part his 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

Charlie Kirk, Jr.

Avanell P. Kirk

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Charlie Kirk, Jr. and wife, Avanell P. Kirk 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 30th day of April, 19 75

MY COMMISSION EXPIRES 8-11-76 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name is 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 2 o'clock 30 minutes P. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 292 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 1 day of May 1975.

H.D. Ferguson, Clerk

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 BANKERS TRUST SAVINGS & LOAN ASSOCIATION of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of May 19 74, made and executed by GEORGE LESTER CONSTRUCTION CO., INC., a Mississippi Corporation, of Southaven, Mississippi to Stuart Robinson, Trustee for 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 ~~XXX~~ Deed Record No. 175 on page 447 of the Record of Trust Deeds, on the 23rd day of May A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 28th day of April, 1975.

BANKERS TRUST SAVINGS & LOAN ASSOCIATION

BY: W. S. Weems
W. S. Weems, Title: Senior Vice President

Attest: B. J. Renfrow
B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI, ~~DeSoto~~ County. } ss.
Hinds

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid, W. S. Weems & B. J. Renfrow 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 BANKERS TRUST SAVINGS & LOAN ASSOC., being first duly authorized and empowered by said association to so do. 28th

Given under my hand and seal of office this day of April A. D. 19 75.

My Commission Expires Aug. 13, 1978

Carrie D. Bolls
NOTARY PUBLIC

LAWYERS-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 293 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 223 PAGE 534
THIS 13 DAY OF April 1978
H. D. 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 Dewey H. Wages and wife, Willie B. Wages

of the first part, hereinafter designated as the Grantor,

William W. Ballard 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 Two Thousand, Seventy Nine and 36/100 ---------- DOLLARS ($ 2,079.36) 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: 36 equal monthly installments of $57.76 each, the first installment to become due and payable on or before the 5th day of June 1975, and one installment payable on or before the same date of each succeeding month thereafter until the whole of said indebtedness is paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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:

Two acres of land, more or less, beginning at the Northwest corner of the southwest Quarter of Section 30, Township 3, Range 7 West, running thence along the south boundary line of the Old Belmont Road, a distance of 866.4 feet to the point of beginning, or in the Northwest corner of the two (2) acres included in this description; running thence East on said south boundary line of said road, a distance of 210.0 feet to a turn south in said road; thence south on the west boundary line of said road a distance of 420.0 feet to a stake; thence West parallel with the South boundary line of said road, a distance of 210.0 feet to a stake; thence North parallel with the West boundary line of said road, a distance of 420.0 feet to the point of beginning for the Northwest corner of said two (2) acres, more or less.

(over)

Copyright Mississippi Bankers Association

This Trust Deed is junior and inferior to a prior Trust Deed in favor of Walls Realty Company, Inc. recorded in Book No. 99, Page 457, Real Estate Records of DeSoto County, Mississippi and Trust Deed in favor of Daniel W. and Margarette L. Lambert recorded in Book No. 99, Page 458, Real Estate Records of DeSoto County, Mississippi. And Trust Deed dated the 31st day of May, 1974 in favor of The Hernando Bank and recorded in Book No. 176, Page No. 120, Real Estate Trust Deed Records of DeSoto County, Mississippi on the 4th day of June, 1974.

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 convenant 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.

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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 30th day of April 19 75

Dewey H. Wages

Willie B. Wages

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

Dewey H. Wages and wife, Willie B. Wages 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 30th day of April 19 75

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 294 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of May 1975.

5.00

H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 196 PAGE 119
THIS 10 DAY OF Feb 1976
CHANCERY CLERK

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This Indenture, made by and between William M. Ross, Jr. and wife, Patricia W. Ross, 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 786, 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 conveyance is made in trust, however, to secure the payment of $ 4,443.60, evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Forty Two (42) monthly installments in the amount of One Hundred Five and 80/100 Dollars ($105.80) each; first of said installments being due and payable on May 18, 1975 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 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 14th day of April 19 76

Diane B. Lindsey

Donna J. Morgan

William M. Ross, Jr.

Patricia W. Ross

298

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

William M. Ross, Jr. and Patricia W. Ross

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 14th day of April, 1975.

MY COMMISSION EXPIRES SEPT. 13 1977

Diane B. Lindsey
Notary Public.

Division Offices
100 North Main Building
P.O. Box 3025
Memphis, Tennessee 38103
Phone (901) 525-4343

DEED

M
B, Jr. and
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Trustee
USE OF
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} ss.
Clerk
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19
Clerk.
the only guaranteed
estate title issues.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of May 1975.

Fees $ 3.50 paid.

SEAL H. B. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 329
THIS 21 DAY OF July 19 76
H. B. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 413
THIS 25 DAY OF Nov 1975
H. B. Ferguson
CHANCERY CLERK

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

This Indenture, made by and between William Martin Tucker and wife, Linda Jean C. Tucker, 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 2425, 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.

This conveyance is made in trust, however, to secure the payment of $ 12,241.20 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 Two Hundred Four and 02/100 Dollars ($204.02) each; first of said installments being due and payable on May 23, 1975 and one of such installments on the 23rd of each month thereafter until said debt is paid in full.

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

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness 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 so 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 _____ day of _____ 19__

William Martin Tucker

Linda Jean C. Tucker

300

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

William Martin Tucker and Linda Jean C. Tucker

who acknowledged that t he 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 _____ day of _____ 19__

Dorothy P. Sears
Notary Public

MY COMMISSION EXPIRES MAY 25, 1977

DEED

Division Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone (901) 525-4343

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19
Clerk

is the only guaranteed
real estate title insurer.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 299 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of May 1975.

Fees $3.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 421 PAGE 283
THIS 18 DAY OF Nov. 19 87
D.B. Ferguson D.C.
Chancery Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of April, 19 75, among the Grantor, Charles K. Hopkins and wife, Delphia E. Hopkins (herein "Borrower"), DeSoto Title Co., Inc. (herein "Trustee"), and the Beneficiary, National Bank of Commerce, a corporation organized and existing under the laws of Tennessee, whose address is 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 37, Section A, Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, Pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Three Thousand Two Hundred--------Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charles K. Hopkins —Borrower

Delphia E. Hopkins —Borrower

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Charles K. Hopkins and wife, Delphia E. Hopkins who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 30th day of April, A.D., 19 75.

My Commission expires: 5-6-78

Rebecca Lilly
Notary Public

PUBLIC
DESOTO COUNTY

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of May 1975, and that the same has been
recorded in Book 185 Page 301 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

305

1-30,760-15 (Disney)
LEADER FEDERAL SAVINGS & LOAN ASS'N
of Memphis
MS

Hamilton First American Bank

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of ~~Shelby~~ Desoto County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to T. R. Smith

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Virgil V. Disney and wife, Josie F. Disney	12-14-73	Book 169 Page 359	Lot #13, Section "A" Greenbrook Subdivision, Desoto County, Miss. Section 19, Township 1 South, Range 7 West as per plat of record in plat book 8, pages 53 and 54 in the office of the Chancery Clerk of Desoto Cty, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Hamilton First American Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Hamilton First American Bank covenants with the said grantor that he, y the legal owner and holder of the notes described in and secured by said trust deed, and that he, y ha ve the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Hamilton First American Bank has hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 24 day of April 19 75

Hamilton First American Bank

By: T. R. Smith, Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

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

_____ Notary Public

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 T. R. Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of the Hamilton First American Bank the within named bargainor, 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 in Memphis, Tennessee this 24 day of April 19 75

Judy C. Perry Notary Public

My commission expires 8th day of April 19 78

* 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
35 minutes A. M. 1 day of May 1975, and that the same has been
recorded in Book 185 Page 305 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 1 day of May 1975.

2.50

H. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION of HERNANDO, MISSISSIPPI, the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of October 19 72, made and executed by JIMMY R. HUNT and wife, REBA M. HUNT of HERNANDO, MISSISSIPPI, to JOE M. HUDSPETH, Trustee for 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 Trust Deed Record No. 148 on page 533 of the Record of Trust Deeds, on the 6th day of October 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 30 day of april, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

BY: [signature]

TITLE: Asst Secty

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid, W. N. Davis 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 NORTH MISSISSIPPI SAVINGS & LOAN ASSOC., being first duly authorized and empowered by said Association to so do.

Given under my hand and seal of office this 30th day of april A. D. 19 75

My Commission Expires: June 6, 1976

[signature]

NOTARY PUBLIC

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 306 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of May 1975.

Fees $2.50

H. P. Ferguson, CLERK

(2)

FOR REAL ESTATE, CHATTEL OR BOTH

Guy W. Brown and wife
Carol A. Brown

To { DEED OF TRUST

Juanell LaPointe, a widow

THIS INDENTURE, Made this 25th day of April 19 75
between Guy W. Brown and wife, Carol A. Brown, party
of the first part,
and Juanell LaPointe, a widow, 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 Seven Hundred Fifty and 00/100 Dollars ($1,750.00), with interest at the rate of 8-3/4% per annum, repayable in 60 monthly installments of $36.12 each, commencing the first day of June, 1975, with each subsequent and succeeding installment being due on the first day of each month thereafter, with the final installment being due and payable May 1, 1980.

and any further amount that the party of the second part may furnish the party of the first part [illegible] 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 ha 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,

Lot 2932, Section N, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 8 and 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 is second and subordinate to that certain Deed of Trust of record in Book 136, Page 207, 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 party of the first part promptly pay the above stated indebtedness on or before [illegible] maturity [illegible] 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 s the date written above.

Guy W. Brown
Guy W. Brown
Carol A. Brown
Carol A. Brown

Witness
Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a Notary Public of said County, the within named Guy W. Brown and wife, Carol 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 25th day of April 19 75

My Commission Expires April 3, 1979 (SEAL)

By Notary Public, DeSoto Co. Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 307 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50

H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 856 THIS 9 DAY OF August 1976 CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JAMES C. BROWN, ET UX,
GRANTORS

To { DEED OF TRUST EMPLOYEES MEMPHIS KIMBERLY CLARK/CREDIT UNION, BENEFICIARY

THIS INDENTURE, Made this 1st day of May 19 75 between James C. Brown and wife Dorothy L. Brown Employees of the first part, and Kimberly Clark/Credit Union, Memphis, Tennessee Memphis of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Three Thousand Five Hundred Dollars evidenced by one promissory note of even date due and repayable in 72 monthly installments of $63.11 each, the first installment due May 25, 1975 and one installment due monthly thereafter until paid in full.

~~and no further sum due the party of the second part, hereto the party of the first part thereto, and 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 Jerry Broxterman 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 the following described~~ ~~products of said land that~~ ~~and hereby covenant with ~~us~~ and ~~our~~ ~~heirs~~ ~~forever, warrant and defend the same against the claims of all persons whomsoever, and we~~ ~~will~~ ~~execute such further assurances as may be requisite for the better conveying the same to the said Trustee, his successors and assigns, whenever requested so to do by the said party of the second part, its successors or assigns, or legal representatives, or by any Trustee acting in the premises. And we~~ ~~do~~ ~~hereby waive and release unto the said party of the second part, its successors or assigns, or legal representatives, all benefit and advantage of any and every homestead exemption law which we~~ ~~now~~ ~~or hereafter may have in the premises hereby conveyed, as against the collection of the debt hereby secured, or any part thereof, whether such exemption be claimed in a bankruptcy proceeding or otherwise, during the term of~~ ~~this trust, and we~~ ~~do~~ ~~hereby expressly waive and release any and all equity of redemption, homestead and other exemptions, which we~~ ~~now~~ ~~or hereafter may have in and to the land that~~

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

Lot 2, McCarson Subdivision, as shown by the plat recorded in Plat Book 4, Page 7 in the office of the Chancery Clerk of said County in Section 35, Township 1, Range 9, and being the same land conveyed by deed in Book 117, Page 212.

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. The makers will have the right to pay all or any part of the indebtedness before maturity without penalty.

This deed of trust is second to the deed of trust in Book 184, Page 63 encumbering the west part of Lot 2, and is a first and prior lien on the east part of Lot 2.

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 thereof ~~the same~~ then this instrument to be void; but on 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 successors or legal representatives, can at any time appoint a Trustee in fact in his stead.

Witness our signature s the date written above.

Witness

James C. Brown

Dorothy L. Brown

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named James C. Brown and wife, Dorothy L. 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 1st day of May 19 75.

MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)

By Sarah Bethune Notary Public ~~Clerk~~ ~~D.C.~~

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 308 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 398
THIS 24 DAY OF Nov 19 75
H. D. Ferguson
CHANCERY CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

WILLIAM HENRY FORD, ET UX, GRANTORS

To { DEED OF TRUST

THE HERNANDO BANK, BENEFICIARY

THIS INDENTURE, Made this 1st day of May 19 75 between William Henry Ford and wife, Lynn S. Ford 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 Four Thousand Dollars ($4,000) as evidenced by one promissory note of even date bearing 10% interest per annum due and repayable on or before November 1, 1975.

and the party of the second part may require the party of the first part during the year 19 ____ not to exceed ____ and the part ____ of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All the timber products of every kind whether now or hereafter growing or standing thereon and all rights and fixtures now or hereafter belonging or appertaining thereto and all the rents, issues and profits thereof, and all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, of the said part ies of the first part of, in and to the said land and premises, with all and singular the tenements, hereditaments, appurtenances, privileges and improvements thereunto belonging or in anywise appertaining, the same lying and being situated in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

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

Lot number 26, Section A, Pleasant Hill Estates East Subdivision, as shown by the plat recorded in Plat Book 11, Page 4, in the office of the Chancery Clerk of said County, in Section 7, Township 2, Range 6.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of November 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 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

William Henry Ford
Lynn S. Ford

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named William Henry Ford and wife, Lynn S. Ford, 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 1st day of May 1975.

MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)

Sarah Bethune
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 309 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50

H. D. Ferguson, CLERK

of said County, this day personally appeared the above named

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TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of DeSoto County, Miss. ~~Tenn.~~, certain real property was conveyed by the hereinafter named grantor~~s~~, to Homemakers Finance Service, Inc. 1389 Stateline Rd., Southaven, Miss. Benard W.N.Chill through Jackson Investment 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:

GRANTOR	Date of Instrument	Recorded	Description of Property
James W. White,Jr. and wife Effie Lucille White	3/29/72	Book 140 Page 139	Lot 10, Mellwood Subdivision,Section 20 Township 1, Range 7, as shown on recorded plat of said subdivision in Plat Book 6, Page 40 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Homemakers Finance Service, Inc. 1389 Stateline Rd.,Southaven,Miss. 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—s unto said grantor.s, heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Benard W.N. Chill, covenants with the said grantor s that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Benard W.N.Chill has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 25th day of April 19 75

through Jackson Investment Co.
Benard W.N.Chill Homemakers Finance Serv.Inc.
Benard W N Chill

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this 25th day of April, 19 75 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Benard W.N. Chill to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public

My commission expires 25th day of June 19 75.

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 _____ President of the _____ the within named bargainor, a corporation, and that he as such _____ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____ President.

WITNESS my hand and seal at office in _____, this _____ day of _____, 19____.

Notary Public

My commission expires _____ day of _____, 19____.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock ~~AM~~ minutes P. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 310 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
191 PAGE 138
THIS 25 DAY OF Sept. 1975
H. L. Ferguson
CHANCERY CLERK

311

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 25th day of April, 19 75, by and between James W. White, Jr. and wife, Effie Lucille White hereinafter called the Grantor(s); Warren Finch hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213 Southaven, Miss. 38671, Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Nine Thousand Three Hundred Sixty &No/100 DOLLARS ($9360.00) 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 60 monthly installments of $ 156.00 each commencing on the 2nd day of June, 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 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 District of DeSoto County, Miss. County, State of Mississippi, and more particularly described as follows, to wit:

Lot 10, Mallwood Subdivision, Section 20, Township 1, Range 7, as shown on recorded plat of said subdivision in Plat Book 6, Page 40 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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.

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 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.

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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. 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 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 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 cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, on 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 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 promissory 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.

James W. White, Jr.
Witness

x Effie Lucille White
Witness

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 James W. White, Jr. and wife, Effie Lucille White 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 25th April day of A.D. 19 75

Hilda A. Sullivan

My commission expires: 6/25/75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock PM minutes P. M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 311 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $3.50 pd.

H. L. Ferguson, CLERK

313

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 5th day of July 19 74, made and executed by Frank A. Boyle and wife, Betty C. Boyle 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 290 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 1st day of May, 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. 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 1st day of May A. D. 19 75

NOTARY PUBLIC

My Commission Expires Jan 7, 1978

Elois M Barbee

LAURENCE-GREENWOOD 97844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 313 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50

H. P. Ferguson, CLERK

314

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 7th day of April 19 70 made and executed by Bruce H. Brunson and wife,

Virginia S. Brunson 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. 116 on page 520

of the Record of Trust Deeds; on the 8th day of April, 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. This the 1st day of May, 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, Eloia M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr. 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 1st day of May A. D. 19 75

My Commission Expires Jan. 7, 1978

Eloia M Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 314 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

315

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 9th day of October 19 74, made and executed by Ralph Bethay and wife, Geneva Bethay 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. 180 on page 401 of the Record of Trust Deeds, on the 11th day of October A. D. 19 74, is now fully paid and satisfied; and ~~he~~ The Hernando Bank does hereby authorize and direct 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 Hernando Bank

BY: A. S. Ballard

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 of The Hernando 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 The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 1st day of May A. D. 19 75

Elois M. Barbee

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 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 315 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50

H. P. Ferguson, CLERK

316

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 20th day of August 19 74, made and executed by Patty W. Brown and husband

Howard L. Brown 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 563

of the Record of Trust Deeds, on the 21st 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 1st day of May, 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. 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 1st day of May A. D. 19 75

NOTARY PUBLIC My Commission Expires Jan. 7, 1978

Elois M. Barbee

GRAPHICS-GREENWOOD 87544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 316 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50 pd.

H. L. Ferguson, CLERK

317

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 4th day of April 19 74, made and executed by Carl A. Davis and wife, Shirley W. Davis 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. 173 on page 382 of the Record of Trust Deeds, on the 5th day of April, 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 1st day of May, 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. 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 1st day of May A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWYERS-GREENWOOD 27344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 317 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50

H. P. Ferguson, CLERK

318

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 15th day of December 19 71 made and executed by Boyd Hardin, Et Ux

of Horn Lake, 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 136 on page 396

of the Record of Trust Deeds, on the 22nd day of December A. D. 19 71, is now fully paid

and satisfied; and The Hernando Bank does 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.

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 of The Hernando 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 The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 1st day of May A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

Elois M. Barbee

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. 2 day of April 1975, and that the same has been recorded in Book 185 Page 318 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of April 1975.

Fees $2.50 pd.

SEAL H. L. 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 The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of August 19 71, made and executed by Raymond Thomas Hawkins and wife Vera Cobb Hawkins 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. 132 on page 355 of the Record of Trust Deeds, on the 27th day of August A. D. 19 71, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DESOTO County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 1st day of May, 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 Eloie M. Barbee, Notary Public in and for County and State aforesaid A. S. Ballard, Jr. 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 1st day of May A. D. 19 75

NOTARY PUBLIC

My Commission Expires Jan. 7, 1978

Eloie M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 319 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50

H. P. Ferguson, CLERK

320

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of August 1973, made and executed by William J. Rutland and wife Bridget L. Rutland 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 65 of the Record of Trust Deeds, on the 13th 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 1st day of May, 1975.

THE HERNANDO BANK

By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr. 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 1st day of May, A. D. 1975

My Commission Expires Jan. 7, 1978

Eloia M. Barbee

LAWRENCE-GAZZIER CO. 37644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 320 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

321

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 30th day of March 19 73, made and executed by John E. Sartain

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. 156 on page 581

of the Record of Trust Deeds, on the 4th day of April 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 1st day of May, 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. 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 1st day of May A. D. 19 75.

Elois M. Barbee

NOTARY PUBLIC

My Commission Expires Jan. 7, 1978

SAVERS-GREENWOOD 37544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 321 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50 pd.

H. P. 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 The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 27th day of March 19 70, made and executed by Hugh Smart and wife, Avalon R. Smart 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. 116 on page 359 of the Record of Trust Deeds, on the 28th day of March, 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. This the 1st day of May, 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. 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 1st day of May, A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 322 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 5th / 18th day of April / October 19 74 / 69, made and executed by Joe M. and Cheryl Ward

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 / 113 on page 80 / 176

of the Record of Trust Deeds, on the 18th / 20th day of April / October A. D. 19 74 / 69, is now fully paid

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

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 1st day of May, 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. 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 1st day of May A. D. 1975

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWYERS-GATESWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 323 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 paid.

H. P. Ferguson, CLERK

324

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Gene Phillips, President of Delta Realty Company, Inc., the beneficiary, does hereby certify that a certain trust deed bearing date the 15 day of March 1974, made and executed by Richard D. Hughes et ux., Carol E. Hughes of Southaven, Mississippi to Delta Realty Company, Inc. the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Trust Deed Record No. 173 on page 11 of the Record of Trust Deeds, on the 22 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.

DELTA REALTY COMPANY, INC.

BY: Gene Phillips
GENE PHILLIPS

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority D. Russell Jones, Jr., in and for County and State aforesaid, the within named Gene Phillips, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of Delta Realty company, Inc., the within named bargainor, a corporation, and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Given under my hand and official seal at office this 30 day of April, 1975.

My commission expires: My Commission Expires Nov. 2, 19 D. Russell Jones NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock ~~AM~~ minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 324 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 702
THIS 9 DAY OF June 19 76
H. D. Ferguson
CHANCERY CLERK

325

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between MALCOLM E. HOLMES, JR. & WIFE PATSIE HOLMES,

of the first part, hereinafter designated as the Grantor,

Ronald L. Taylor
Attorney
CREDITHRIFT of America, Inc.
Trustee, of the second part, hereinafter designated as Trustee, and

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 Four Hundred Thirty-Eight and 04/100 DOLLARS ($ 7438.04) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, including interest at the rate of 7½% per centum per annum after date of disbursement, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

35 months @ $155.00
1 month @ $2013.04

These terms include interest charged at the rate of 7½% discount, service fee charged at rate of 4% discount and a monthly maintenance fee of $1.00 per month.

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 610, Section C of Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 19,20,21, and 22 in the Office of the Chancery Clerk of Desoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire sum shall at once become due and payable without notice at the option of the holder of the note.

Failure of exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instaliment 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 convenant 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 22nd day of April 1975.

x Malcolm E. Holmes

x Patsie Potter Holmes

STATE OF Tennessee
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Malcolm E. Holmes, Jr. & Wife Patsie Holmes 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 April 1975

My Commission Expires: MY COMMISSION EXPIRES JUNE 2, 1975

Joseph L. Allen Jr.
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. 2 day of May 1975, and that the same has been recorded in Book 185 Page 325 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this the 2 day of May 1975.

FEE $ 5.00 pd

H. D. Thweatt, Clerk

328

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 524 THIS 22 DAY OF [illegible] 1977
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JOHN B. RILEY, ET UX,

GRANTORS

TO

DEED OF TRUST

THE HERNANDO BANK, BENEFICIARY

THIS INDENTURE, Made this 1 day of May 19 75

between John B. Riley and wife Louise P. Riley

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 Two Thousand Five Hundred Dollars evidenced by one promissory note of even date bearing 10% interest per annum due and repayable in two annual installments, the first installment of $1,250.00 due December 15, 1975 and the second installment of $1,250.00 due December 15, 1976, with the accrued interest on the unpaid balance due with each installment.

~~and to further secure this the part of the second part as herein also a copy of the first part showing the amount due to be made to mature~~ ~~payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part 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 crops grown and~~ ~~products of every kind that now be on said land, and all the crops of every kind to be grown~~ ~~for the year during which the rents are either as landlord or tenant or otherwise during the years 19 on the land that~~ ~~may become or be entitled to be planted, cultivated or raised on said premises~~

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

1.5 acres, more or less, in Section 20, Township 3, Range 9, described as BEGINNING at a point in the north right of way line of Bluff Road 363 feet east of the intersection of the west line of Section 20 and the north right of way line of said Bluff Road; thence along the north right of way of Bluff Road east 302 feet to a stake; thence north 260 feet to a stake in the south right of way line of Lake O' The Hills' High Road; thence in a westerly direction along the south right of way line of said High Road 320 feet to a stake; thence south 207 feet to the point of beginning, and being Lot 2 of the Riley Subdivision as shown by deed recorded in Book 76, Page 470.

A failure to pay the installments or interest when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable. The makers 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 ies of the first part promptly pay the above stated indebtedness on or before the 15th day of December 19 76 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.

John B. Riley

Louise P. Riley

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named John B. Riley and wife, Louise P. 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, this 1st day of May 19 75

(SEAL)

Edna B. Burke Clerk

My Commission Expires Jan. 7, 1978

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 328 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 190 THIS 30 DAY OF Dec 19 76
H. P. Ferguson CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 203
THIS 12 DAY OF Nov. 1976
N. Y. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 623
THIS 12 DAY OF Nov. 1976
N. Y. Ferguson
CHANCERY CLERK

329

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 25th day of April, 19 75

by and between Lesker D. Redden and wife, Joy Redden

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee. of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven
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

Three Thousand Three Hundred Eighty-seven and 96/100---------- DOLLARS

($ 3,387.96), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

In thirty-six monthly installments of $94.11 each, commencing May 15, 1975, with like installments due on the 15th day of each month thereafter, until paid in full.

said note bearing interest from maturity at the rate of ten per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of _____, _____ District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lot 13, Section "A", Southaven Subdivision, in Section 14, Township 1, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in plat book 2, pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due date without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

This is a second lien deed of trust, second and subordinate to that certain indebtedness owed to National Mortgage Company.

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 mentiond 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 trustees 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 indebtdeness 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.

Lesker D. Redden

Lesker D. Redden

Joy Redden

Joy Redden

332

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Lesker D. Redden and wife, Joy Redden

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 ____ day of April, 1975

Notary Public

My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF ____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

____ and ____

who severally acknowledged that they are ____ and ____ respectively of ____, 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 ____ day of ____, 19____

Notary Public

My Commission expires ____

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
____ County.

I certify that this Deed of Trust was filed for record in my office at ____ o'clock ____ M., on the ____ day of ____ 19__ and was duly recorded the ____ day of ____ 19__, on page ____ in my office.

Book No. ____

Witness my hand and seal of office this ____ day of ____ 19__

Chancery Clerk.
D. C.

RETURN TO: S. & D.
W. F. & S. B., LTD.
P.O. BOX 1
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. 2 day of May 1975, and that the same has been recorded in Book 185 Page 329 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April, 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and BAILEY MORTGAGE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
√Clarence Wilford Bunch & wife, Sandra Bunch	09-03-74	179	265
√Phillip Edward McIntosh, Jr. & wife, Sally McIntosh	09-06-74	179	309
√Halbert St. John, Jr. and wife, Mary Ann St. John	09-06-74	179	312
√David Russell Oakes & wife, Joyce D. Oakes	09-17-74	179	571
√Larry Newton Stovall & wife, Sheryl Ann Stovall	09-23-74	180	91

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G. McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, GRACE G. McKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April, 1975.

Kate H. Ethridge
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M 2 day of May 1975, and that the same has been recorded in Book 185 Page 333 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees $ 4.50 pd.

SEAL W. H. Ferguson CLERK

334

(CALKS)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April, 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and BAILEY MORTGAGE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Danny Joe Sing	08-09-74	178	357
Stephen E. Bennett & wife, Sylvia J. Bennett	08-16-74	178	510
Robert J. Ronayne & wife, Dorothy Jean Ronayne	08-02-74	178	327
Ollie S. Thomas, III, & wife, Lillian J. Thomas	08-27-74	179	95
David E. Rowell & wife, Patti A. Rowell	08-28-74	179	89

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 24799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G. McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the Jurisdiction aforesaid, GRACE G. McKAY, who acknowledges that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April, 75.

L. W. Ethridge
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 334 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees $4.50 pd.

H. L. Ferguson, CLERK

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April, 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, as called ASSIGNOR, and BAILEY MORTGAGE COMPANY, called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Jerry Alden Phillips & Wife, Theresa Phillips	10-18-74	180	597
Robert William Follis & wife, Nell B. Follis	10-30-74	181	105
Michael D. Benbrook and wife, Brinda Benbrook	11-15-74	181	445
William E. Howell & wife, Bertha Mae Howell	11-15-74	181	409
Billy Joe Lovett	11-13-74	181	569
Lawrence J. Melvin, Jr. & wife, Gerry L. Melvin	12-13-74	182	103

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G. McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, GRACE G. McKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April, 19 75.

Lester W. Ethridge
Notary Public, Georgia at Large

Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May, 1975, and that the same has been recorded in Book 185 Page 335 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May, 1975.

Fees $.00

H. L. Ferguson, CLERK

336

STATE OF MISSISSIPPI }
COUNTY OF DeSOTO } ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and BAILEY MORTGAGE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
✓Jesse Edward Rayfield & wife, Judi Rayfield	06-03-74	176	177
✓Glendon R. Collins & wife, Jackie P. Collins	06-27-74	177	137
✓Leroy Lane Crites, Jr. & wife, Janetta Louise Crites	06-05-74	176	251
✓Thaddeus G. DeLille & wife, Dottie DeLille	07-08-74	177	305
✓Bobby Joe Todd & wife, Barbara Y. Todd	07-24-74	178	24

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 26739 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, GRACE G. McKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April 1975.

Let W. Ethridge
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 336 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees $4.50 pd.

H. P. Ferguson, CLERK

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April, 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and BAILEY MORTGAGE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Ronald P. Moody & wife, Minna E. Moody	05-03-74	174	617
Billie Don Hailey & wife, Janis E. Hailey	05-16-74	175	301
Louis L. Myers, Jr. & wife, Deborah A. Myers	05-29-74	176	9
William Finley Tyer and wife, Alma N. Tyer	05-20-74	175	373
Claudius Bertram Hocking & wife, Birdie M. Hocking	05-31-74	176 and 177	61 and 20

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, GRACE G McKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April, 1975.

Kate W. Ethridge
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 337 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 5.00

H. P. Ferguson, Clerk

338

(SALE)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSOTO)

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 17 day of April 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and BAILEY MORTGAGE COMPANY called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
✓Ronny G. Drewry & wife, Nancy Jean Drewry	09-23-74	180	17
✓Carl R. White & wife, Opal F. White	09-25-74	180	87
✓William R. Stovall & wife, Carolyn D. Stovall	09-16-74	179	515
✓Gregory Joe Crites & wife, Carolyn Sue Crites	09-23-74	180	145
✓Ronnie James Lowe & wife, Donna G. Lowe	10-04-74	180	355

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, under appointment as published at 37 F.R. 26739 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G. McKay
GRACE G. McKAY Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, GRACE G McKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17 day of April 19 75.

Kate W. Eldridge
Notary Public, Georgia at Large

(SEAL) Notary Public, Georgia, State at Large
My Commission Expires Aug. 2, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 338 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees $4.00 pd.

SEAL H. L. Ferguson, CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Marvin W. Horne and Lerah K. Horne

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 Forty two thousand nine hundred twenty two and 82/100- - - - - - - - - - - - DOLLARS ($ 42,922.82) 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 April 22, 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:

TRACT I. BEGINNING at a stake in the center of Pigeon Roost Road 338 feet from the Southwest Corner of Depot Street in the Village of Olive Branch, Mississippi; thence Northeast 208 feet to a stake, parallel with Andrew Mitchell's lot on the West line; thence Northwest 78 feet to a stake; thence Southwest 208 feet to the center of Pigeon Roost Road; thence Southwest 208 feet to the center of Pigeon Roost Road; thence Southeast 78 feet to the place of beginning. The above described lot being situated in Section 27, Township 1, Range 6 in Olive Branch, DeSoto County, Mississippi and being the same land conveyed to E. O. Flinn by W. A. Flinn and wife, 1st of November, 1921, and recorded in records of Land of said county in the Chancery Clerk's Office in Book 19, Page 584.

Copyright Mississippi Bankers Association

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TRACT II.
All of Lot #14 in the W. W. Mitchell Subdivision of part of the Southwest Quarter, Section 27, Township 1 North, Range 6 West, Olive Branch, DeSoto County, Mississippi as shown in Plat Book 1, Page 13 in the office of the Chancery Clerk of DeSoto County, Mississippi, EXCEPT that part described as COMMENCING at the Southeast Corner of Lot #14 and run Westwardly along Pigeon Roost Road 50.8 feet for a point of beginning; thence on line parallel with the line between Lots #13 and #14 to Lot #2; thence Westwardly 50 feet to the corners of Lots #2, #3, #13 and #14, thence Southerly 186.27 feet to the Southwest Corner of Lots #13 and #14, thence Easterly along Pigeon Roost Road 50 feet to the point of beginning.

TRACT I. The East half of Lot 2 of the W. W. Mitchell Subdivision as same is shown by plat of record in Plat Book 1, Page 13, Chancery Clerk's Office, DeSoto County, Mississippi, said lot being situated in the Southwest Quarter of Section 27, Township 1, Range 6 West, DeSoto Count, Mississippi and being more particularly described as:
BEGINNING at a point 778.1 feet Southeast of a point lying in the South line of the right of way of U. S. Highway 78 and the East line of the Germantown Road; thence Is a South west direction, perpendicular to said highway right of way 200 feet to a point; thence in a Northwest direction at a right angle and parallel to said U. S. Highway 78 right of way 50 feet to a point; thence at a right angle in a Northern direction 200 feet to a point in the South line of the right of way of U. S. Highway 78; thence Southeast with said Highway right of way 50 feet to the point of beginning.

TRACT II. Lot 1 of the W. W. Mitchell Subdivision as shown by plat recorded in Plat Book 1, Page 13, Chancery Clerk's Office, DeSoto County, Mississippi, same being located in the Southwest Quarter of Section 27, Township 1, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at a point 878.1 Feet Southeast of the point lying in the South line of the Right of way of U. S. Highway 78, and the East line of the Garmantown Road, in Section 27, Township IN, Range 6 West, Olive Branch, DeSoto County, Mississippi; thence 100 feet Northwest along said U. S. Highway 78 right of way to a point; thence in a Southwest direction perpendicular to said highway right of way, a right angle and parallel to said U. S. Highway 78 right of way 89.9 feet to a point; thence North 36° 05' East 188.7 feet to the point of beginning, which is opposite Highway Station 256 plus 90.

TRACT III. Part of Lot 14, W. W. Mitchell Subdivision as same is shown on record in Plat Book 1, Page 13, Chancery Clerk's Office, DeSoto County, Mississippi, being situated in the Southwest Quarter of Section 27, Township 1, Range 6 West, DeSoto County, Mississippi and being more particularly described a COMMENCING at a point in the North line of the Pigeon Roost Road 355.7 feet Southeast of the intersection of the North line of the Pigeon Roost Road 100.8 feet to a point which lies in the West line of a lot formerly belonging to Kerr Motor Co. (recorded in Book 21, Page 145), said point being the point of beginning of the herein desceibed tract; thence from said point in a Northeast direction along the West line of the former Kerr Motor Co. property 196.54 feet to a point; thence in a Northwest direction 11.9 feet to a point; thence in a Southwest direction along a line which is perpendicular to U. S. Highway 78 right of way 15.22 feet to a pointl thence in a Northwest direction 50 feet along a line which is parallel to U. S. Highway 78 right of way to a point; thence Southwest along a line which is perpendicular to U. S. Highway 78 right of way 186.27 feet to the point of beginning.

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

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

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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 22nd day of April, 1975.

Marvin W. Horne

Lerah K. Horne

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 Marvin W. Horne and Lerah K. Horne 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 April, 1975.

My Commission Expires: May 18, 1976

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. 2 day of May 1975, and that the same has been recorded in Book 185 Page 339 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $5.00

H. L. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

CHARLES G. WARDLOW,
ET UX

To { DEED OF TRUST

D & P INVESTMENT COMPANY,
INC.

THIS INDENTURE, Made this 24th day of April 19 75
between Charles G. Wardlow and wife, Judy W. Wardlow
of the first part,
and D & P Investment Company, Inc. 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 $17,275.19 with $2,275.19 being due
and payable on or before the 15th day of August, 1975, and $15,000.00 being due
~~and repayable in 240 equal amortized monthly installments of $111.84 each, first~~
~~installment due on or before the 1st~~ day of ~~June~~, 1975 and one instalment
due on the same day of each month thereafter until paid in full.

~~and my further assurance that the party of the second part may furnish the party of the first part nothing else now due~~ ~~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 Dudley B. Bridgforth, Jr., Trustee, the part ies of the first part ha ve this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ~~viz: All of the agricultural~~
~~products of every kind that now is or may hereafter be raised on said land, and all the crops of every kind to be grown by~~
~~during the year 19 on the said lands~~
~~and all persons claiming with or under either as landlord or tenant or otherwise during the year 19 on the said lands~~
~~may cultivate, or cause to be cultivated, as landlord or tenant, and all farming implements of every kind and~~

Part of Lots 4, 5, and 6 of Block 8 in the Town of Olive Branch, DeSoto County, Mississippi more particularly described as beginning at a point in the center of Mount Pleasant Street, said point being 50 feet East of the Northwest Corner of Lot 4, Block 8, Town of Olive Branch; thence Southwardly 143.65 (call 142.6) feet to an iron pin in the South line of Lot 4, said point being 50 feet East of the Southwest Corner of Lot 4; thence Eastwardly with the South line of Lots 4 and 5 a distance of 62.3 feet to an old iron pin; a corner of the Mississippi Power & Light Company property; thence Eastwardly along the Mississippi Power & Light Company property making an interior angle of 179 degrees 45 minutes a distance of 40.7 feet to an old iron pin; thence Northwardly making an interior angle of 83 degrees, 23 minutes, a distance of 154.88 (call 151.40) feet to a point in the center of Mount Pleasant Road; thence Westwardly making an interior angle 90 degrees 25 minutes a distance of 92.64 feet to the point of beginning, being situated in Section 34, Township 1 South, Range 6 West, and being the same property conveyed to D. E. Hunt, et ux by deed of record in Deed Book 68, Page 131, Land Deed Records, 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 installments whendue 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.

Parties of the first part covenant to maintain fire and extended coverate insurance on the improvements located on said property in an amount not less than $ 25,000.00 with a loss payable clause to parties of 2nd part as interest may appear

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt be 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 the day of 19 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 confided, the part 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

Charles G. Wardlow

Judy W. Wardlow

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Charles G. Wardlow and wife, Judy W. Wardlow

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 April 1975.

My Commission Expires: 3-5-77 (SEAL)

Notary Public

STATE OF, MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 343 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $ 2.50

H. D. Ferguson

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Street
Deputy Clerk

Trustee

day of

FOR REAL ESTATE, CHATTEL OR BOTH

Joe M. Ward, et ux,

Grantors

To { DEED OF TRUST

William F. Hagan, Trustee for Beatrice R. Breedlove, et al,

Beneficiaries

THIS INDENTURE, Made this 1st day of May 19 75 between Joe M. Ward and wife, Cheryl Ward, parties of the 1st part, and J. K. Ford and/or Reba R. Ford, 2/3 undivided interest, and Beatrice R. Breedlove, 1/3 interest, 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 Fourteen thousand five hundred dollars ($14,500.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from date, ~~repayable in 120 monthly instal-~~ments of $175.93 each, with the first monthly installment being due and payable on or before June 1, 1975, and one installment is due and payable on or before the 1st 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 the party of the first part during the year 19 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 and the part ies of the first part having agreed to secure the prompt paid by William F. Hagan 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 he she is now on hand, and all the crops of every kind to be grown by and finally, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated as landlord or tenant and all farming implements of every kind and~~

Part of Town Lot 399, Town of Hernando, in Section 13, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows: BEGINNING at the southwest corner of said Town Lot 399, said point being the intersection of the north right of way of Northern street and the east right of way of East Street; thence North 4° 28' 08" West along said east right of way of East Street a distance of 253.12 feet to a point; thence North 83° 53' 07" East a distance of 131.41 feet to a point; thence South 3° 57' 28" East a distance of 256.48 feet to a point in the said north right of way of Northern Street; thence South 85° 20' 25" West along said north right of way a distance of 129.07 feet to the point of beginning and containing 0.76 acres, more or less. All bearings are magnetic.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by parties of the second part are fully covered by this trust deed.

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

THIS IS A PURCHASE MONEY 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 below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as aforesaid ~~my~~ ~~or~~ ~~as aforesaid~~ ~~no~~ 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 ies of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in this stead.

Witness our signature S the date written above.

Witness

Joe M. Ward

Cheryl Ward

STATE OF MISSISSIPPI, DeSOTO COUNTY,

Personally appeared before me the undersigned authority of said County, the within named Joe M. Ward and wife, Cheryl Ward 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 1st day of May 19 75

MY COMMISSION EXPIRES: (SEAL)
My Commission Expires June 5, 1978

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 40 minutes P. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 344 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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AT-301 A-ST
Rev. 10-9-70

Mtgr. Otis Wayne Mooney

FNMA NO. 1-23-001071-4

FHA NO. 12269-0
Conv.

STATE OF MISSISSIPPI)
)
COUNTY OF DESOTO)

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit: Between Otis W. Mooney and wife, Mary S. Mooney, and C. B. Henley, Trustee, and Bailey Mortgage Company, Beneficiary; dated 9-23-74 and recorded 9-25-74 in Book 180, Page 13 in the Chancery Clerk's office of DeSoto County, Mississippi. Said Deed of Trust was assigned by Bailey Mortgage Company to Federal National Mortgage Association on 9-25-74 and recorded in Book 180, Page 194 on 10-3-74.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released, and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be excuted by David J. Evans its duly authorized Assistant Vice President, this 18th day of April, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

BY: David J. Evans

David J. Evans
Assistant Vice President

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State David J. Evans, who acknowledged that he is the Assistant Vice President of FEDERAL NATIONAL MORTGAGE ASSOCIATION and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 18th day of April, 1975.

Kate W. Ethridge
Notary Public, Georgia at Large
My Commission Expires: 8-2-76
(SEAL)

NOTARY PUBLIC

BMC 350

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 345 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees 2.50

H. P. Ferguson

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This Instrument was prepared by
J. L. Boren, Jr., Attorney at Law
12 So. Main St. Memphis, Tenn.

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from Leo Lemsky, single

to

H. H. Eschen, Trustee, for the use and benefit

of James W. Cartwright and O. D. Bratton, dated

July 23, 1959, and recorded in Book 54, page 279, of the records of Mortgage and

Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having

been fully paid, the undersigned James W. Cartwright and O. D. Bratton,

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 James W. Cartwright and O. D. Bratton,

have hereunto set their hands (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 14 day of February, 19 75.

James W. Cartwright

O. D. Bratton

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named James W. Cartwright and O. D. Bratton, who acknowledged that they 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 14th day of February, 19 75.

Paul J. McLuston Jr.
Notary Public

My commission expires:
My Commission Expires June 4, 1978

STATE OF

COUNTY OF

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

, known to me to be the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 2 day of May 1975, and that the same has been
recorded in Book 155 Page 346 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 2 day of May 1975.

Fees $4.00 pd.

SEAL H. H. Ferguson, CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Pay'ts / Amt. of Each Pay't
6-10-75	4-29-78	5891-	4-29-75	35 @ 48.00 1 @ 1008.12
Agreed Rate of Chg.	**Cash to Borrower**	**Recording Fees**	**Vehicle Ins. Premium**	**Household Goods Insurance Premium**
15.00 APR	1997.50	2.50		
Accident & Health Insurance Premium	**Life Ins. Premium**	**Prin. Am't of Loan**	**Interest and Charges**	**Amount of Note**
		2000.00	688.12	2688.12

(GRANTORS)
(Names and Addresses)

Carolyn J. Sisk
Jack W. Sisk
6235 Rosebush Cove
Southaven, Ms 38671

(GRANTEE)

COMMERCIAL CREDIT PLAN, INC
a Tennessee Corp hereafter called
Commercial Credit Plan, Inc.
4466 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 instalments in amounts and at times shown above.

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

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

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

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

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 hereto 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 B. H. Hulholland and No. 1139 Shallmar St. Street, Jackson Hinds 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 443, Section E, in Cage Hill Subdivision on Section 23, Township 1 South, Range 1 West, as shown by Plat Recorded in Plat Book 4, pages 17 and 18, in the Office of the Chancery Clerk Desoto, Mississippi

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

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 April 29th 1975

Signed, sealed and delivered in the presence of:

M Pearce
L. Sims

Jack W. Sisk (Seal)
Carolyn J. Sisk (Seal)

(See over for Acknowledgment)

FORM 2420-A MISSISSIPPI 12-69

Original—For Recording
Duplicate—Office File
Triplicate—Customer

CANCELLED BY AUTHORITY RECORDED IN BOOK 234 PAGE 320
29 DAY OF Nov 1978
H. G. Ferguson
CHANCERY CLERK

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ACKNOWLEDGMENT

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

That on this 29 day of April, 19 75, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Jack W. Sisk And Carolyn Sisk

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

J M Pearce
Notary Public.

(Notarial Seal)

DEED

Jack W. Sisk
Carolyn Sisk

Commissioner

Received for record the

of

Recorded in

No.

at

By

Fee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 30 day of April 1975, and that the same has been recorded in Book 185 Page 347 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

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Trust Deed was recorded
Assignment of this instrument Recorded in
Real Estate Records Book
No. 185 Page 639
This the 20 day of May 1975
W. B. T. ..... Clerk

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 2, 1975 *(Date)*

by and between the undersigned Jerry W. Pirtle and wife, Mary J. Pirtle

residing in DeSoto County, Mississippi, whose post office address is Route 4, Hernando, Mississippi 38632, grantor(s), herein called "Borrower," and Aaron R. Goolsby

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
5-2-75	$17,290.00	8-1/8%	4-2- 2008

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

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

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

DeSoto

Part of the Southwest Quarter of Section 21, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows: Beginning at a point 890 feet North of and 907 feet west of the southeast corner of the southwest quarter of the southwest quarter of said Section 21; thence South 6° 37' 27" east 95.0 feet to apoint; thence south 85° 00' 55" west 420 feet to a point in the centerline of Jay Bird Road; thence north 6° 37' 27" west 95.0 feet along said road centerline to a point, said point being in the south line of the Curtis tract; thence North 85° 00' 55" east 420.0 feet along said Curtis south line to the point of beginning and containing 0.92 acres, more or less. All bearings are magnetic.

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Subject to existing right of way easement for electric currents to Mississippi Power & Light Company, recorded in Book 41, Page 558 of the records of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jerry W. Pirtle

Mary J. Pirtle

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a nuthority in and for said County and State, the within-named Jerry W. Pirtle and Mary J. Pirtle, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 2nd day of May, 19 75.

Faye G. Daniels
(Signature)

(SEAL)

Notary Public
(Title)

My Commission Expires: 8-11-76

Return to: 20 H+L

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 549 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $4.00 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
this 2nd day of May 1980
DeSoto Title Co., Inc. Trustee
President
Attest:
Chancery Clerk

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DEED OF TRUST

This indenture made this 29th day of April, 1975, between Reuben D. Howell and wife, Mary D. Howell 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 $ 3,900.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 65.00, ~~and one installment of $xxxxxxxxx~~, the first installment due the 15th day of May, 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 69 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, _____.

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

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

Witness our signatures this the date written above.

Martha Dozier

Reuben D. Howell
Mary D. Howell
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Reuben D. Howell and wife, Mary D. Howell, 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 29th day of April, 1975.

Jane H. Zachary
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 2 day of May 1975, and that the same has been recorded in Book 185 Page 353 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $ 2.50 pd.

H. P. Ferguson, CLERK

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CANCELLATION AND FULL RELEASE OF IMPLIED VENDORS' LIEN

In consideration of the full payment ofthe notes described in those two certain deeds to Charles E. Hall and Donna T. Hall, said deeds being dated November 6, 1971 and January 15, 1972, and of record in Book 92, Page 271 and Book 93, Page 556,respectively, of the Deed Records of DeSoto County, Mississippi, and which deeds conveyed 24 acres of lands situated in DeSoto County, Mississippi, We, William H. Houston, III.(being sole beneficiary under will of William H. Houston, Jr., deceased), Mrs. Ethel E. Webb, and Mrs. Terrell E. Hall, being the lawful owners and holders of said notes, do hereby cancel and fully release the implied vendor's liens arising out of operation of law as to said 24 acres of lands conveyed by said deeds.

Also, the Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to make proper marginal entry of this cancellation and release upon the margin of the record of said two Quitclaim Deeds as the same appear of record in his office, making full reference tothis instrument as his authority for so doing.

Witness our signatures, this the 5th day of February, 1975.

Mrs. Ethel E. Webb

William H. Houston, III.

Mrs. Terrell E. Hall

State of Mississippi,
County of Tunica

This day personally appeared before me, the undersigned authority in and for said County and State, William H. Houston, III., who acknowledged that he signed and delivered the foregoing Cancellation and Release upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 7th day of February, 1975.

My Commission Expires:
Nov 22, 1978

Notary Public

State of Mississippi,
County of DeSoto.

This day personally appeared before me, the undersigned authority in and for said County and State, Mrs. Ethel E. Webb and Mrs. Terrell E. Hall, who severally acknowledged that they signed and delivered the foregoing Cancellation and Release upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 6th day of February, 1975.

My Commission Expires:
COMMISSION EXPIRES 1978

(name and title of officer)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 5 day of May 1975, and that the same has been
recorded in Book 185 Page 359 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That A. E. Allison and wife, Wilkie Britt Allison

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 2nd day of September 1970, made and executed by David L. Long and wife, Clarice F. Long to W. T. LaRue and assigned to A. E. Allison & wife, Wilkie Britt Allison 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 120 on page 95 of the Record of Trust Deeds, on the 2nd day of September, 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.

A. E. Allison
A. E. Allison

Wilkie Britt Allison
Wilkie Britt Allison

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid, A. E. Allison & wife, Wilkie Britt Allison 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 9th day of April A. D. 19 75

My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 20, 1978

Michael L. Spratt
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 355 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

H. D. Ferguson
CLERK

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ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Henry B. Bassi and wife, Betty C. Bassi

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 7th day of April, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 501 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 $ 42,000.00 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 April, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
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 April, 1975

_____
Notary Public

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 May 1975, and that the same has been
recorded in Book 185 Page 356 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

SEAL _____, CLERK

500.044

IN CONSIDERATION of One Hundred and no/100 Dollars ($100) and good and valuable consideration, the undersigned, THOMAS & HILL, INC., a West Virginia corporation, does hereby GRANT, SELL, ASSIGN, TRANSFER AND Set Over unto UNION COMMERCE BANK, CLEVELAND, OHIO

all of its right title and interest in and to that certain promissory note in the principal sum of $ 245,000.00, bearing date the 5th day of December, 19 73, executed by WHITEHEAD PROPERTIES, INC.

payable to the order of THOMAS & HILL, INC., as provided in the Deed of Trust hereinafter described, together with that certain Deed of Trust with the benefits and privileges thereby created, executed by WHITEHEAD PROPERTIES, INC.

dated the 5th day of December, 19 73, recorded in the office of the Clerk of DeSoto County, ~~Tennessee~~ Mississippi, as Book 169, at Page 84.

IN WITNESS WHEREOF, the said THOMAS & HILL, INC., has caused this instrument to be executed by J. W. Hubbard, Jr. its President, and its seal affixed hereto, this 11th day of December, 19 75.

Signed, acknowledged, and
delivered in the presence of
Marsha Keller
Charlotte Jones

THOMAS & HILL, INC.
BY J. W. Hubbard, Jr.
President

STATE OF WEST VIRGINIA)
COUNTY OF KANAWHA) TO-WIT

On this 11th day of December, 19 73, before me appeared J. W. Hubbard, Jr., to me personally known being by me dully sworn did say that he is the President of Thomas & Hill, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Directors and said J.W. Hubbard, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Connie Britt
NOTARY PUBLIC

MY COMMISSION EXPIRES February 23, 1982.

STATE-OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock AM minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 357 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $4.00

H. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

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

KNOW ALL MEN BY THESE PRESENTS: That Memphis Title Company

of Memphis, Tennessee ~~Secretary~~ Trustee, does hereby certify that a certain trust deed

bearing date the 13th day of June 19 56, made and executed by John S. Harpster and

wife, Lurene M. Harpster of Memphis, Tennessee to Memphis Title Company

the above named ~~Secretary~~ Trustee and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Trust Deed Record No. Bk. 49 on page 586

of the Record of Trust Deeds, on the 18th day of June, A. D. 19 56, 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.

MEMPHIS TITLE COMPANY

BY: Robert M. Graham

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

On this 2nd day of May, 1975, before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Robert M. Graham with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Executive Vice President of Memphis Title Company the within bargainor, a corporation, and that he as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Executive Vice President.

WITNESS my hand and Notarial Seal at Office the day and year above written.

MY COMMISSION EXPIRES: My Commission Expires Dec. 20, 1977

Robert M. Smith
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock ~~AM~~ minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 358 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Substitution of Trustee
~~Assignment~~ of this Instrument Recorded in Real Estate 710 Book No. 307 287
This the 28 day of Nov. 19 83
N. B. Ferguson Clerk

Appointment of Successor Trustee of this Instrument recorded in Real Estate 710
Book 257 Page 17
This 21 day of Mar. 19 80
N. B. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of APRIL, 19 75, among the Grantor, CLEBERT MARKLE, JR. and wife, BRENDA L. MARKLE, (a/k/a Brenda Lavender Markle), (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 Horn Lake, 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:

Begin at the Northeast corner of Lot 18 of the "Allison Place Subdivision" on Section 28, Township 2 South, Range 5 West, according to the plan of said Subdivision, which appears of record in Plat Book 4 at pages 30-33 in the records of the Chancery Court Clerk, DeSoto County, Mississippi; thence run South 00° 59' West, 560.4 feet to a point; thence run North 89° 10' West, 257 feet to a point; thence run North 01° 23' East, 387 feet to a point on the South line of Allison Road; thence run along a curve to the right, having a delta angle of 4° 37' and a radius of 1,211.9 feet, for a distance of 97.5 feet to a point of tangency; thence run North 57° 20' East, 210.7 feet to the point of beginning and containing 2.78 acres, more or less.

(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 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 May 1, 1995; 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.

Assignment of this Instrument Recorded in Real Estate 710 Book No. 299 Page 705
This the 5 day of July 19 83
N. B. Ferguson Clerk

Assignment of this Instrument Recorded in Substitute Trustee Book 749
No. 376 Page 164
This the 19 day of Sept. 19 82
N. B. Ferguson Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clebert Markle Jr
CLEBERT MARKLE, JR. —Borrower

Brenda L. Markle
BRENDA L. MARKLE —Borrower

Route 3, Box 174 H

Byhalia, Mississippi 38611
Property Address

STATE OF MISSISSIPPI, MARSHALL COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named CLEBERT MARKLE, JR. and wife, BRENDA L. MARKLE, 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 29th day of APRIL, A.D., 1975.

Mary Lloyd Butts
Notary Public

My Commission expires:
December 22, 1977

STATE OF MISSISSIPPI, DeSOTO COUNTY,
I certify that the within instrument was
filed for record at 11 o'clock and
no minutes A. M. 5

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 May 1975, and that the same has been
recorded in Book 185 Page 359 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE OF TRUST DEEDS

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are authorized and directed to release the lands hereinafter described from the deeds of trust hereinafter mentioned, said lands to be so released lying and being situate in DeSoto County, Mississippi, to wit:

A parcel of Lot No. 18 of the Allison Place Subdivision of Section 28, Township 2 South, Range 5 West, according to plat and survey thereof prepared by Eddie Boatwright, and recorded in Plat Book 4 at pages 30-33 of the records of the Clerk of the Chancery Court of DeSoto County, Mississippi, direct reference to which is hereby made, said parcel described by metes and bounds as follows, to wit: Beginning at the northeast corner of said Lot No. 18, run thence South 00°59' West, 560.4 feet to a point; thence run North 89°10' West, 257 feet to a point; thence run North 01°23' East, 387 feet to a point on the South line of Allison Road; thence run along a curve to the right, having a delta angle of 4°37' and a radius of 1211.9 feet, for a distance of 97.5 feet to a point of tangency; thence run North 57°21' East, 210.7 feet to the point of beginning, containing 2.78 acres, more or less.

Said deeds of trust which you are authorized and directed so to partially release are:

(a) Deed of trust executed by Annie G. Marlin to Stanton Abernathy dated September 20, 1966, and recorded in Land Trust Deed Book No. 91 at page 629, in the records of your office.

(b) Deed of trust executed by Stanton Abernathy for the benefit of Sidney Hurdle, dated January 24, 1966, and recorded in Land Trust Deed Book No. 88 at page 15, subsequently assigned to North Mississippi Savings & Loan by assignment dated September 2, 1968, and recorded in Land Trust Deed Book No. 104, at page 537, all in the records of your office.

In all other respects said deeds of trust shall remain

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in full force and effect.

This the 3rd day of April, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN

BY Joe M Hudspeth

Stanton Abernathy

STANTON ABERNATHY

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for said County and State, duly qualified, commissioned and acting, the above named Joe M Hudspeth who acknowledged to me that he signed and delivered the foregoing Partial Release on the day and year therein mentioned, for the purposes therein stated, for and on behalf of his principal, North Mississippi Savings & Loan Association, being duly authorized so to do.

Given under my hand and official seal at office affixed, this the 3rd day of April, 1975.

Sharon Patterson

NOTARY PUBLIC

(S E A L)
My commission expires: 7-20-77

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

Personally appeared before me, the undersigned authority in and for said County and State, duly qualified, commissioned and acting, the above named Stanton Abernathy, who acknowledged to me that he signed and delivered the foregoing Partial Release on the day and year therein mentioned, for the purposes therein stated, as his free and voluntary act.

Given under my hand and official seal at office affixed, this the 15th day of April, 1975.

Frances Lind Bass

NOTARY PUBLIC

(S E A L)
My commission expires: December 22, 1977

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock AM minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 363 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book 265
No. 300 Page 615
This the 19 day of July 19 83
Clerk
(2)

DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of April, 19 75, among the Grantor, Floyd C. Bolin et ux, Jo Ann A. Bolin (herein "Borrower"), James Hugh Ray (herein "Trustee"), and the Beneficiary, First Financial Savings & Loan Association, a corporation organized and existing under the laws of State of Mississippi, whose address is 331 West Main Street, Tupelo, 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 5 in the First Addition to Shahkoko Lake Subdivision being a re-subdivision of Lot 76 and part of Lot 24 in Fulton Subdivision of Lot 75 in the unincorporated village of Maywood, being a part of the Northeast Quarter of Section 29, Township 1, Range 6, DeSoto County, Mississippi and being more fully described in Plat Book 3, Page 17 of the Land Deed Records of DeSoto County, Mississippi in the office of the Chancery Clerk.

CANCELLED BY AUTHORITY RECORDED IN BOOK 311 PAGE 568
THIS 6 DAY OF March 19 84
N. H. Bynum
CHANCERY CLERK

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 Forty One Thousand Three 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 May 1st, 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.

WEATHERALL PRINTING CO., INC. - TUPELO, MISS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Floyd C. Bolin
FLOYD C. BOLIN —Borrower

Jo Ann A. Bolin
JO ANN A. BOLIN —Borrower

635 South Shahkoko Drive

Olive Branch, Mississippi
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 Floyd C. Bolin et ux, Jo Ann A. Bolin who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 2nd day of April, A.D., 19 75

My Commission expires:
March 3, 1978

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 8 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 35 minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 365 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 212 PAGE 514
THIS 15 DAY OF June 1977
H. G. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

(1)

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

CITIZENS BANK
Byhalia, 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

SIX THOUSAND THREE HUNDRED SIXTY THREE AND NO/100---------- DOLLARS

($ 6,363.00) 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:

The total shall be 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:

Lot 5 in the First Addition to Shahkoka Lake Subdivision being a re-subdivision of Lot 76 and part of Lot 24 of Fulton Subdivision of Lot 75 in the unincorporated village of Maywood, being a part of the Northeast Quarter of Section 29, Township 1, Range 6, DeSoto County, Mississippi and being more fully described in Plat Book 3, Page 17 of the Land Deed Records of DeSoto County, Mississippi in the office of the Chancery Clerk.

Copyright Mississippi Bankers Association

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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 convenant 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 28th day of April 19 75.

Floyd C. 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 28th day of April 1975.

Betty L. Hollowell
Notary Public

My Commission Expires: My Commission Expires Feb. 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 369 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 6 day of May 1975.

Fees $ 5.00 pd.

SEAL H. G. Ferguson CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 13th day of April 19 73, made and executed by James Lee Bowen and

wife, Addrileon Bowen of Hernando, 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. 157 on page 454

of the Record of Trust Deeds, on the 17th day of April, A. D. 19 73, is now fully paid

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

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and

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

Given under my hand and seal of office this 1st day of May A. D. 1975

Notary 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

00 minutes A. M. 5 day of May 1975, and that the same has been

recorded in Book 186 Page 372 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

SEAL H. B. Ferguson, CLERK

373

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 19th day of December 19 73, made and executed by Robert B. Strickland

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. 169 on page 446

of the Record of Trust Deeds, on the 28th day of Dec., 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.

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 1st day of May A. D. 1975

Notary 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 00 minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 373 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $2.50

H. P. Ferguson, CLERK

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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 February 15, 1973 executed by B. G. & T., Inc. to C. B. Henley as Trustee(s) Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 154, Page 181, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said B. G. & T., Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 115, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

To have and to hold the aforedescribed real property unto the said B. G. & T., Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS our signatures this the 30 day of April 1975.

ATTEST:

By: William Cook
William Cook, Vice-President

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named who acknowledged that as respectively, for and on behalf of and by authority of Bailey Mortgage Company they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

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

Lillie 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 9 o'clock AM minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 374 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 453 PAGE 669
THIS 3rd DAY OF Nov. 19 88
W. C Davis
CHANCERY CLERK
by D. Taylor, D.C.

Assignment of this Instrument Recorded in Real Estate T1D Book No. 251 Page 743
This the 8 day of Nov 19 88
W. C. Ferguson

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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 1st day of May, 19 75, by and between

RICHARD D. HUGHES and wife, CAROL E. HUGHES

, 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 2304, SECTION "K", SOUTHAVEN WEST SUBDIVISION in Section 27, Township 1 South, Range 8 West, as per plat of Southaven West Subdivision recorded in the Land Records of DeSoto County, Mississippi in Plat Book 4, Pages 4 and 5.

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 TWENTY-SEVEN THOUSAND SIX HUNDRED FIFTY AND NO/100 --- Dollars ($ 27,650.00), with interest from date at the rate of 8.5 per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389 in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED TWELVE AND 62/100 --------- Dollars ($ 212.62), commencing on the first day of June, 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 May, 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.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (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 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) have hereunto set our hand(s) the day and year herein first written above.

Richard D. Hughes
RICHARD D. HUGHES

Carol E. Hughes
CAROL E. HUGHES

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF ~~DESOTO~~ SHELBY

Personally appeared before me the undersigned Notary Public in and for the said County, the within named William Bartholomew Richard D. Hughes and wife, Carol E. Hughes, 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 1st day of May 1975

William Bartholomew, Notary Public

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 375 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $5.00 pd.

H. P. Ferguson, CLERK

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CANCELED BY AUTHORITY RECORDED IN BOOK 222 PAGE 130
THIS 28 DAY OF Feb. 1978
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 22nd day of April, 1975, between SAMUEL THOMPSON LEWIS and wife, MARY LINDA LEWIS, Party of the First Part, and DON R. HOPKINS and wife, PATRICIA A. HOPKINS, 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 NINE THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS ($9,750.00), with interest from date at the rate of Eight percent (8%) per annum, repayable in 120 equal monthly installments of $118.30 each, beginning June 1, 1975, and due the 1st 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 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 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, State of Mississippi:

5 acres, more or less, situated in Section 18, Township 2, Range 7 West, DeSoto County, Mississippi, and described as BEGINNING at an iron stake 247.5 feet east and 900 feet north of the southwest corner of the Southeast Quarter of said section; thence north 4° 30' west along a line a distance of 326.5 feet to an iron stake; thence south 85° 30' west a distance of 573.7 feet to an iron stake; thence south 4° 30' east a distance of 274.7 feet to an iron stake; thence south 55° 30' west a distance of 229.6 feet to an iron stake; thence north 85° 30' east a distance of 493.0 feet to a point; thence north 4° 30' west a distance of 63.0 feet to a point; thence north 85° 30' east a distance of 269.5 feet to the point of beginning and containing 5 acres, more or less, and as shown by the survey of Wayne O. Caldwell, P.E. (SRN-3760), dated September 8, 1966.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 128, Page 395, 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 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 oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS signatures of the Grantors.

Samuel Thompson Lewis
Samuel Thompson Lewis

Mary Linda Lewis
Mary Linda Lewis

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Samuel Thompson Lewis and Mary Linda Lewis, who did 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 seal of office, this the 22nd day of April, 1975.

My Commission expires:

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 9 o'clock AM minutes A. M. 5 day of May 1975, and that the same has been recorded in Book 185 Page 378 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $ 2.50

H. D. Ferguson, CLERK

379

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between WAYLON R. NAYLOR AND WIFE, SYBLE N. NAYLOR

of the first part, hereinafter designated as the Grantor,

James W. Amos 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 SEVENTEEN THOUSAND SEVENTY TWO AND 90/100---------- DOLLARS ($ 17,072.90) 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:

Said sum shall be due and payable on or before 365 days from the date hereof.

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

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

COUNTY OF DESOTO

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

Lot 10, in Section B of Pleasant Hill Estates subdivision as shown on Plat appearing of record in Plat Book 9, Pages 16-17 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 12, Township 2, Range 7 West.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 496
THIS 3 DAY OF Nov 19 76
L. B. Ingram
CHANCERY CLERK

380

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 convenant 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 29th day of April 19 75.

Waylon R. Naylor
WAYLON R. NAYLOR

Syble N. Naylor
SYBLE N. NAYLOR

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

Waylon R. Naylor and wife, Syble N. Naylor

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 April 19 75.

My Commission Expires: 11-26-76

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 20 minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 379 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of May 1975.

Fees $5.00

H. P. Ferguson, CLERK

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ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Guy M Lipton, Assistant Vice President of the beneficiary, PEOPLES BANK & TRUST, does hereby certify that a certain trust deed bearing date the 5th day of October, 1974, made and executed by LARRY E. BELK and wife, RHONDA S. BELK 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. 181, on Page 114, of the Record of Trust Deeds, on the 1st 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 2 day of May, 1975.

PEOPLES BANK & TRUST

BY: Guy M Lipton

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, Guy M Lipton, Asst Vice President of PEOPLES BANK & TRUST, who acknowledged that he signed and delivered the above and foregoing instrument 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 2nd day of May, 1975.

My commission expires:
May 18, 1976.

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 20 minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 PAGE 382 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
221 Page 70
THIS 30 Day of Jan. 78
N. D. Belgrano
CHANCERY CLERK

382

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

GEORGE A. THOMAS and wife, NAOMI M. THOMAS,

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

THREE THOUSAND ONE HUNDRED NINETY-SIX AND 08/100********** DOLLARS

($ 3,196.08) evidenced by one promissory note of even date herewith in favor of the beneficiary, including interest at the rate of ten per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Three Thousand One Hundred Ninety-Six and 08/100 Dollars ($3,196.08), which includes principal and interest, repayable in thirty-six (36) monthly installments of Eighty-Eight and 78/100 Dollars ($88.78) each, beginning June 15, 1975, and due each succeeding month thereafter until the whole of said indebtedness is paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 391, Section B of Southaven Subdivision in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 14, 15, and 16, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

This is a SECOND DEED OF TRUST and is junior and subordinate to that certain Deed of Trust executed by George A. Thomas and wife, Naomi M. Thomas, to James R. Houston, Trustee for Allied Investment Company, Beneficiary, dated October 26, 1964, filed for record November 20, 1964, and recorded in Real Estate Trust Deed Book 79, at Page 115,which Deed of Trust was duly assigned on February 16, 1965, to Erie County Savings Bank by instrument of record in Real Estate Trust Deed Book 81, at Page 104, both 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 convenant 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 2ND day of May 19 75

George A. Thomas
GEORGE A. THOMAS

Naomi M. Thomas
NAOMI M. THOMAS

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 GEORGE A. THOMAS and wife, NAOMI M. THOMAS, 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 2nd day of May 19 75.

My Commission Expires: My Commission Expires Jan. 31, 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 383 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

5.00

H. L. Ferguson, CLERK

386

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That EDWARD E. THWEATT and wife, GLADYS THWEATT, the beneficiary, does hereby certify that a certain trust deed bearing date the 7th day of July 19 70, made and executed by FRANKLIN J. DEAN, JR. and wife, EDNA EARL DEAN, to said 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. 118 on page 377 of the Record of Trust Deeds, on the 7th day of July, 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.

/ Edward E. Thweatt
Edward E. Thweatt

/ Mrs. Gladys Thweatt
Gladys Thweatt

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, EDWARD E. THWEATT and wife, / GLADYS THWEATT, each 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 5th day of May, A. D. 19 75

(SEAL)

/ Nell B. Mayo
NOTARY PUBLIC

My Commission Expires: Exp. 3. 1979

My Commission Expires April 3, 1979

LAWRENCE-GREENWOOD 62844

De Soto Co. Miss.

E. Ferguson - Dean

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 386 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 519
THIS 1 DAY OF Dec 19 75
H. D. Ferguson
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:

Lot 806, Section "D" Greenbrook Subdvision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 25,200.00 Twenty Five Thousand, Two Hundred Dollars due 12-25-75

together with inte rest accrued thereon.

bearing interest at the rate of 10 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.

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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 25th day of March 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 25 day of March 19 75

D B Bridges Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 381 records of Real Estate Trust Deeds of said County.

Witness my hand and seal this 8 day of May 1975.

Fees $3.00 pd.

H. L. Ferguson, Clerk

CANCELED BY AUTHORITY RECORDED IN BOOK 389
188 PAGE 191
THIS 23 DAY OF July 1975
D.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:

Lot 774, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 24,400.00) Twenty Four Thousand, Four Hundred Dollars due 12-25-75 together with interest accured thereon.

bearing interest at the rate of 10 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.

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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 25th day of March 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 25 day of March 19 75.

D B Bridgforth Jr. Notary Public

My Commission Expires 9-25-78

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 May 1975, and that the same has been recorded in Book 185 Page 389 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $ 3.00 pd.

SEAL H. P. Ferguson, CLERK

3.00 pd

Clerk

By

Page 389

and the

on the

was filed

County,

I, the

STATE

COUNTY

Witness my hand and seal this

19

Trust Deeds of said County.

records of

Book No.

19 75 and that the

M. 6

day of

of

11 o'clock

Adda

I certify that the within instrument was filed for record at

STATE OF MISSISSIPPI, DESOTO COUNTY

CORRECTION PARTIAL RELEASE OF LAND DEED OF TRUST

For a valuable consideration, the receipt of which is hereby acknowledged, I, Edward Lois Brown, being the lawful owner and holder of that certain trust deed indebtedness described in and secured by land deed of trust to me from Archie Tyler, Jr., and wife, Catherine Tyler, dated April 10, 1973, and of record in Book 157, Page 186, of the Land Trust Deed Records of DeSoto County, Mississippi, do hereby release from the lien of said deed of trust, the Lands situated in DeSoto County, Mississippi, described as Three (3) acres, situated in the Northwest Quarter of Section Two(2), Township Three (3), Range Eight (8) West, and more particularly described by metes and bounds, as follows:

Commencing at a point 821.8 feet South of the Northeast corner of the Northwest Quarter of said Section 2, on the Banks and Co. West line; thence South 85 degrees 28 minutes 00 seconds West 241.26 feet along the South line of the Archie Tyler, Jr. lands, FOR THE POINT OF BEGINNING OF SAID 3 ACRE TRACT; thence South 85 degrees 28 minutes 00 seconds West 463.44 feet along the South line of said Tyler tract to a point in the center line of Pine Tree Road; thence North 36 degrees 32 minutes 00 seconds West 115.30 feet along said road center line to a point; thence North 44 degrees 26 minutes West 83.92 feet along said road center line to a point; thence North 67 degrees 15 minutes 42 seconds East 145.60 feet to a point; thence North 69 degrees 39 minutes 39 seconds east 218.29 feet to a point; thence North 77 degrees 19 minutes 39 seconds East 232.36 feet to a point; thence South 4 degrees 32 minutes 00 Seconds East 300 feet to the point of beginning, and as said lands are shown by survey plat of J. E. Lauderdale, C. E. dated September 16, 1974.

This is a correction partial release made to correct a partial release from me dated September 18, 1974, and of record in Book 179, Page 557 of the Land Trust Deed Records of said County wherein a clerical error in the description of said lands was made, and it is understood by all parties hereto that this correction instrument is a partial release only and said deed of trust is to remain in full force and effect as to the remaining 7 acres, more or less, covered by the same.

And further, the Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to make proper marginal entry of this Correction Partial Release upon the margin of the record of said trust deed as the same appears of record in his office, making proper reference to the Book and Page of recordation of this instrument as his authority for so doing.

Witness my signature, this the 6th day of May, 1975.

Edward Lois Brown
Edward Lois Brown

State of Mississippi,
County of DeSoto.

This day personally appeared before me, the undersigned authority in andfor said County and State, Edward Lois Brown, who acknowledged that he signed and delivered the foregoing Correction Partial Release of Deed of Trust upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 6th day of May, 1975.

H. G. Ferguson
Chancery Court Clerk
by E. McClure D.C.

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 30 minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 391 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees 2.50

H. G. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 249 PAGE 384 THIS 24 DAY OF Sept. 1979
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 5th day of May, 1975, between CHARLES W. PARKER and wife, CAROLYN F. PARKER, Party of the First Part, and SECURITY BANK OF 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 EIGHTEEN THOUSAND SEVENTY-FOUR and 40/100 DOLLARS ($18,074.40), which includes principal and interest, and shall repayable in equal monthly installments of $301.24 each, beginning June 10, 1975, and due the 10th day of each subsequent and succeeding month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 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, State of Mississippi:

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said 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 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 oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 5th day of May, 1975.

Charles W. Parker
Charles W. Parker

Carolyn F. Parker
Carolyn F. Parker

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Charles W. Parker and Carolyn F. Parker, who did 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 seal of office, this the 5th day of May, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1978

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 392 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Lot 771, Sec. C, Southaven s/d

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That Raymond L. Thomas and wife, Pauline H. Thomas of Memphis, Tennessee, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 11th day of September, 1964, made and executed by Rucious V. West, Jr. and wife, Mirtis P. West, 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. 78, Page 157, of the Record of Trust Deeds, on the 16th day of September, 1964, 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 1st day of May, 1975.

Raymond L. Thomas

Pauline H. Thomas

STATE OF
COUNTY OF

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, Raymond L. Thomas and Pauline H. Thomas, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year above mentioned and for the purpose therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 1st day of May, 1975.

My Commission expires:

MY COMMISSION EXPIRES JULY 31, 1976

Notary Public

MY COMMISSION EXPIRES JULY 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 393 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $2.50 pd.

H. P. Ferguson, CLERK

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Lot 7, Mound S/D

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK of SOUTHAVEN, Southaven, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 6th day of December, 1974, made and executed by CHARLES W. PARKER and wife, CAROLYN F. PARKER, 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. 182, Page 17, of the Record of Trust Deeds, on the 9th day of December, 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 5th day of May, 1975.

FIRST NATIONAL BANK of SOUTHAVEN

By: Gerald R. Taylor
Gerald R. Taylor, Assist. Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, Gerald R. Taylor, who acknowledged that as Assistant Vice President for and on behalf of and by authority of FIRST NATIONAL BANK OF SOUTHAVEN, Mississippi, he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 5th day of May, 1975.

My Commission expires:
My Commission Expires May 7, 1978

Bonnie J. Ingram
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 394 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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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 grantors, to City Finance Company, of Senatobia, Inc.
as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
James W. White and wife Lucille White	May 15,1970	Book 117 Page 377	Lot No. 10, Melwood Subdivision in Section 20, Township 1, Range 7, DESoto County, Mississippi, as shown on the Recorded Plat of said subdivision in Plat Book No. 6, Page 4, in the office of the Chancery Clerk, DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned W. L. Sharpe, Corinth, Miss. City Finance Company of Senatobia, Inc. as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantors, ____ heirs and assigns all his right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, W. L. Sharpe, Corinth, Miss. City Finance Co. of Senatobia covenants with the said grantors that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said W. L. Sharpe, Corinth, Miss. has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 5 day of May 19 75

W. L. Sharpe/ City Finance Co. of Senatobia, In

Mary L. Mill
Mortgagee

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this 5th day of May, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Mary L Mill to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public

My commission expires 5th day of June, 1975

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 _____ President of the _____ the within named bargainor, a corporation, and that he as such _____ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____ President.

WITNESS my hand and seal at office in _____, this _____ day of _____, 19____

Notary Public

My commission expires _____ day of _____, 19____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P. M. 4 day of May 1975, and that the same has been recorded in Book 185 Page 395 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

2.50

H. P. Ferguson, CLERK

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RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County County

You are hereby authorized an directed to satisfy and cancel of record in your office the Deed of Trust executed by:

Nathan and Martha Lee

For the use and benefit of:

Avco Financial Services

On the 10th day of December, 1970, and recorded in Trust Deed Book 123, Page 264, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully pad to the undersigned.

Witness my signature on this the 2nd day of May, 19 75.

Avco Financial Services

William E Thornton

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, William E Thornton, who acknowledged and that he signed and delivered the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Virginia Bellmore
Notary Public
My Commission Expires August 23, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock A.M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 396 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $ 2.50 pd.

H. P. Ferguson, CLERK

VA Form 26-6322 (Direct Loan)
Revised March 1974
Section 1811, Title 38 U. S. C.

MISSISSIPPI

PURCHASE-MONEY

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 2 nd day of May , 1975, by and between

KATHERN D. HERODES

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, 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 1049, Section C, DeSoto Village Subdivision, as shown on plat of record in Plat Book 10, Pages 2-8, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: BEGINNING at a chisel mark in the east line of Forest Gate Road 110 feet southwardly from the point of intersection of said east line and the south line of Gatewood Circle, said point of beginning being the southwest corner of lot 1048; thence southwardly 65 feet with the east line of Forest Gate Road to a chisel mark in the Northwest corner of lot 1050; thence eastwardly 130 feet with the north line of lot 1050 to a wooden stake in the southwest corner of lot 1045; thence northwardly 65 feet with the west line of lot 1045 to an iron pipe in the south line of lot 1047; thence westwardly 130 feet with the south line of lots 1047 and 1048 to the point of beginning.

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;

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NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

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-THREE THOUSAND NINE HUNDRED Dollars ($ 23,900.00), with interest from date at the rate of EIGHT & ONE-HALF per centum (8½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, 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-THREE & 78/100 Dollars ($ 183.78), commencing on the FIRST day of JUNE , 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 MAY , XX 2005 .

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the installment due date of each month until the note is fully paid as trustee (under the terms of this trust as hereinafter stated):

(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 hereby.

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, 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 as trustee apply, at the time of the commencement of such proceedings, or at the time the property is otherwise ac-

quired, 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 specified in the note first described above 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 specified in the note first described above, 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.

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness 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 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, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, 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.

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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.

Title 38, United States Code and the Regulations issued thereunder 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 and supplemented to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Kathern D. Herodes

KATHERN D. HERODES

STATE OF MISSISSIPPI,
COUNTY OF

Personally appeared before me, the undersigned authority in and for said County, the within named KATHERN D. HERODES who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 2nd day of May, 1975.

My Commission Expires March 24, 1982

Bonita D. Bonita Bates

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 397 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Federal Nat'l Mtg Assn.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 200 Page 65 This the 18 day of May 1976

H. W. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 911 PAGE 148. THIS 4 DAY OF June, 19 97. W. E. Davis CHANCERY CLERK by: B Cleveland dc

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 25th day of April, 1975, by and between Donald R. Chambliss, Jr. and wife, Margie S. Chambliss, 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 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 121, Section "A" Revised, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as shown on rivised plat of said subidivision, appearing of record in plat book 2, pages 4 and 5, 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.

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 Twenty-Seven Thousand Eight Hundred Fifty and 00/100----Dollars ($27,850.00), with interest from date at the rate of eight per centum (8.00 %) per annum on the balance remaining from time to time unpaid, principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389 in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Four and 42/100----------Dollars ($ 204.42), commencing on the first day of June, 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 May, 2005.

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

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

CANCELLED BY AUTHORITY, RECORDED IN BOOK 924 PAGE 372. THIS 1st DAY OF August, 19 97. W. E. Davis CHANCERY CLERK by: P. Starkey dc

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (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.

Donald R. Chambliss, Jr.

Margie S. Chambliss

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me D.B.Bridgforth,Jr. the undersigned authority in and for the said County, the within named Donald R. Chambliss, Jr. and Margie S. Chambliss, 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 25th day of April, 19 75

My Commission Expires:
September 25, 1978

D.B.Bridgforth

Notary Public

STATE OF MISSISSIPPI } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A.M. 1 day of May 1975, and that the same has been recorded in Book 185 Page 401 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 8 day of May 1975.

Fee 5.00

H. P. Ferguson, CLERK

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Paid Satisfied & Cancelled this the 23rd day of December, 1975.
Dudley B. Bridgforth, Jr.
Trustee

Partial Release
The undersigned Trustee Hereby Releases Lots 44, 45 + 46 From the lien of this instrument.
9/12/75
Dudley B Bridgforth Jr.
Trustee

H. L. Ferguson, Clerk
by D. Thompson D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

ALMAC CONSTRUCTION COMPANY, INC.

To { DEED OF TRUST

MARION L. EDDINS, ET AL

THIS INDENTURE, Made this 22nd day of April, 19 75 between ALMAC Construction Company, Inc. of the first part, and Marion L. Eddins and Thomas N. Eddins, Jr. 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 $7,000.00 being due and repayable as follows, to wit: $2,800.00 due and payable on or before June 1, 1975 and the balance of $4,200.00 due and payable on or before the 15th day of August, 1975.

and the said parties of the second part may transfer the party of the first part during the year 19 -- aforesaid and the part -- of the first part having agreed to pay the premises as herein above set forth. Therefore, in consideration of the premises, and of the sum of One Dollar to the part of the first part paid by Dudley B. Bridgforth, Jr. Trustee, the part 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, and the products of said land that -- may be -- ordered, and all the crops erected to be grown by -- and families and hands working with -- either ordinarily hereof or otherwise during the year -- or the said time -- may cultivate or cause to be cultivated as landlord or tenant and all -- farming implements of every kind and

Lots 44, 45, 46, 43 and 48, Section "B", Holiday Hills Subdivision situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 11, Page 11 and 12, Chancery Clerk's Office, DeSoto County, Mississippi

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second part will release from the lien of this instrument any lot as described herein upon the receipt herein of $1,400.00 against the principal of this indebtedness.

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 when due 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 hereto, 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 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.

ATTEST: [signature]
Secretary

ALMAC CONSTRUCTION COMPANY, INC.
BY: [signature]
President

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named P. G. Allen and R. E. Action President and Secretary of ALMAC Construction 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 22nd day of April, 19 75.

My Commission Expires: (SEAL)
5-6-77

[signature] xxx
By Notary Public xxx

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, [signature], of said County, this day personally appeared the above named [signature] 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 [signature] 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 no minutes 11 o'clock A. M. 7 day of May 1975, and that the same has been recorded in Book 185 Page 404 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees 2.50 pd.

H. L. Ferguson, CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between J. C. Johnson and wife, D'Anne Johnson

of the first part, hereinafter designated as the Grantor. William W. Ballard

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

The Hernando Bank, Hernando 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 Four Hundred, Fifty and No/100 - - - DOLLARS

($ 8,450.00) 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 maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 59 payments of $141.00 beginning June 10, 1975 and one installment of $131.00; the first installment to become due and payable on or before the 10th day of June, 1975, with one installment due on or before the 10th day of each succeeding month, until the whole of said indebtedness is paid with interest from maturity at the rate of 10%.

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:

THE LAND LYING AND BEING SITUATED IN SECTION SEVEN (7), TOWNSHIP FOUR (4) SOUTH, RANGE SEVEN (7) WEST, DESOTO COUNTY, MISS. BEING LOT # 22, Wilso Estates recorded in Plat Book 9, Pages 19-22, Chan. Court Clerk's office, DeSoto County, Miss.

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled
This 6 day of Dec 1979
The Hernando Bank
By B. Caudle Assistant

Attest
H. D. Ferguson
Chancery Clerk By N. Mense

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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 convenant 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 2 day of May 1975

J. C. Johnson

D'Anne Johnson

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 J. C. Johnson and D'Anne Johnson 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 6 day of May 19 75

My Commission Expires: My Commission Expires Jan. 7, 1978

Elaine B. Barber
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., 7 day of May 1975, and that the same has been recorded in Book 185 Page 405 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this the 8 day of May 1975.

3.50

H. P. Ferguson, CLERK

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CORRECTED COPY

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 James I. Patterson and wife, Georgia A. Patterson to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated March 31st, 1975, securing a note in the sum of $ 37,950.00, recorded in Book 184, Page 447, of the office of the Chancery Clerk of De Soto, 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 May, 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 May, 19 75.

Carrie L. Bell
Notary Public

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

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 May 1975, and that the same has been
recorded in Book 185 Page 408 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 8 day of May 1975.

Fees $ 2.50 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 72
THIS 12 DAY OF Dec 1975
CHANCERY CLERK

409

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ALMAC Construction Co., Inc.

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. 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 Nine Thousand and No/100----------DOLLARS

($29,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10%(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 the 3rd day of November, 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 47, Section "B", Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, Pages 11 and 12, Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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 convenant 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 5th day of May, 1975.

ALMAC CONSTRUCTION CO., INC.

BY: B. G. Allen

B. G. Allen, President

R E McIvor

R. E. McIvor, Secretary

STATE OF MISSISSIPPI,
COUNTY OF

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

who severally acknowledged that

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

Given under my hand and official seal, this the 5th day of May 1975

My Commission Expires: Jan 6 1976

Notary Public

412

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

H. G. Allen, and R. E. McIvor, President and Secretary

respectively of the above named ALMAC Construction Co., Inc.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 5th day of May, 1975.

Notary Public

My Commission Expires: 5-4-77

F TRUST

Trustor

, 1975

A M.

Clerk

Chancery Court

t Trust was filed for

o'clock A. M., on

day, 1975

day of

, on page

in my office.

of office, this

, 19

Clerk

D. C.

THERS

W, L, R + B. — O.B.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
two minutes A. M. 7 day of May 1975, and that the same has been
recorded in Book 185 Page 409 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $4.50 pd.

SEAL H. G. Ferguson, CLERK

BROOKS VARNER, GRANTOR

TO

MARY W. LEE, BENEFICIARY

DEED OF TRUST

This indenture made this 5th day of May, 1975 between Brooks Varner called First Party and Mary W. Lee called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Five Thousand Dollars ($5,000.00) evidenced by one promissory note of even date bearing 7-1/2% interest due and repayable in 5 annual installments of One Thousand Dollars ($1,000.00) per annum, together with interest thereon the unpaid principal balance, with the first installment due on or before the 5th day of May, 1976, and one installment due annually thereafter together with the interest thereon the unpaid balance, with each installment to be applied first toward accrued interest and the balance toward reduction of principal, the first party having agreed to secure the prompt payment of same when due.

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

> 2.0 acres, more or less, in the Northwest Quarter of Section 29, Township 3 South, Range 7 West, described as BEGINNING at the northeast corner of the Northwest Quarter of said Section 29; thence west along the south line of Banks and Company tract a distance of 827.95 feet, more or less, to an iron pin and being the northwest corner of the 29.4 acre tract described in deed of record in Deed Book 77, Page 13 in the office of the Chancery Clerk of DeSoto County, Mississippi; thence south 150.0 feet to an iron pin; thence west along the north section-line of the 29.4 acre tract of Sanders and Tipton a distance of 570.0 feet to an iron pin in the east right of way of McIngvale Road; thence north 150.0 feet, more or less, to an iron pin in the south line of the Banks and Company tract; thence east along the section-line and the south line of the Banks and Company tract 570.0 feet, more or less, to an iron pin and containing 2.0 acres, more or less; and being the same 2.0 acres as shown in the northwest corner of the survey of J. E. Lauderdale, dated Novemb er 23, 1968, as of record in the Land Deed Book 77, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi, whether described correctly or not, together with all improvements thereon.

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

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

Paid, Satisfied and Cancelled
this 25 day of Apr 1978
Mary W. Lee

Attest
H. D. Ferguson
Chancery Clerk
By J. Kirk D.C.

414

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 my signature this the date written above.

Dorothy H. Varner
Brooks Varner
Grantor

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Brooks Varner, who acknowledged that he signed and delivered the above and foregoing Deed of Trust 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 5th day of May, 1975.

Sarah J Rothrock
Notary Public

My Commission expires:
MY COMMISSION EXPIRES
MARCH 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 7 day of May 1975, and that the same has been
recorded in Book 185 Page 413 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 8 day of May 1975.

Fees $3.00 pd. SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate Trust Deed Book
No. 215 Page 302
This the 7th day of Sept. 19 77
W. H. Ferguson Clerk
by D.C.

415

Partial Release of this Instrument Recorded in
Real Estate T.D. Book
No 186 520
This 13 day of June 19 75
Clerk

ET UX
BROOKS VARNER, /GRANTORS

TO

W. A. SANDERS, JR. and JAMES P. TIPTON, BENEFICIARY

DEED OF TRUST

and wife, DOROTHY H. VARNER,

This indenture made this 5 day of May, 1975 between Brooks Varner/ called First Party and W. A. Sanders, Jr. and James P. Tipton called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Twenty Five Thousand Dollars ($25,000.00) evidenced by one promissory note of even date bearing 7-1/2% interest due and repayable in 5 equal annual installments of Five Thousand Dollars ($5,000.00) each, together with interest thereon the unpaid principal balance, the first installment due on or before the 5 day of May, 1976 and one like installment due annually thereafter together with interest on the unpaid balance, with each installment to be applied first toward accrued interest and the balance toward reduction of principal.

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

29.4 acres in the Northwest Quarter of Section 29, Township 3 South, Range 7 West, described as BEGINNING at the northeast corner of the Northwest Quarter of said Section 29; thence south 5 degrees 30 minutes east along the east line of said quarter-section 992.3 feet to the northeast corner of the Peters' 10 acre tract; thence south 84 degrees 56 minutes west along the north line of said Peters' tract 1337.0 feet to an iron pin in the east right of way of McIngvale Road; thence north 9 degrees 41 minutes west along said road right of way 847.94 feet to an iron pin; thence north 85 degrees 02 minutes east 570.0 feet to an iron pin; thence north 5 degrees 04 minutes west 150.0 feet to an iron pin in the south line of Banks and Company tract; thence north 85 degrees 04 minutes east along the south line of said Banks and Company tract 827.95 feet to the point of beginning, containing 29.4 acres, more or less, as shown on the survey of J. E. Lauderdale dated November 23, 1968, recorded with the deed of record in Deed Book 77, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi, and to which survey reference is hereby made in all respects.

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

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

Paid, Satisfied and Released
This 24 day of June 19 80
The Hernando Bank
by [illegible]
Attest
Chancery Clerk

Paid W. A. Sanders one half interest assigned to The Hernando Bank
James P. Tipton
D. C.
Bay D. Lee McClain D.C.

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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 my signature this the date written above.

Brooks Varner

Dorothy H. Varner

Grantors

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Brooks Varner, and wife, Dorothy H. Varner, who acknowledged that he signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 5th day of May, 1975.

Sarah J. Bethune

Notary Public

My Commission expires:
MY COMMISSION EXPIRES
MARCH 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock Ho minutes A. M. 7 day of May 1975, and that the same has been recorded in Book 185 Page 415 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of May 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T Book
No. 188 Page 207
This the 23 day of July 19 75
W. B. Taylor

417

VA Form 26-6321 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of April , 19 75, by and between

GARY LAMAR McNEAMER and wife, PAMELA McNEAMER

, hereinafter called the Grantor;
O. B. TAYLOR, JR. , hereinafter called the Trustee, and

KIMBROUGH INVESTMENT COMPANY , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 5060 North State Street, Jackson, Mississippi , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of Desoto , State of Mississippi, to wit:

Lot 279, Section B, Brook Hollow Subdivision, in Section 24, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Page 35, 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 conveyed to Lowell Institution for Savings by Deed from Delta Title Company, Trustee, of record in the office of the Chancery Clerk of Desoto County, Mississippi, in Book 107, Page 539.

The funds derived form 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.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

Should the Veterans Administration fail or refuse to issue its guaranty in 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;

CANCELLED BY AUTHORITY, RECORDED IN BOOK 2179 PAGE 790
THIS 21 DAY OF March 2005
W. E. Davis
CHANCERY CLERK
By: J Knight DC

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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 ------SEVENTEEN THOUSAND AND NO/100----------Dollars ($17,000.00---), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Kimbrough Investment Company, 5060 North State Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED TWENTY FOUR & 78/100 Dollars ($ 124.78------), commencing on the first day of June, 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 May, ~~19~~ 2005.

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

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

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries 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 Aiministration 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.

Gary Lamar McNeamer

Gary Lamar McNeamer

Pamela McNeamer

Pamela McNeamer

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned authority Notary Public in and for said County, the within named GARY LAMAR McNEAMER and PAMELA McNEAMER, 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 22nd day of April, 1975.

Bobbie M. Braswell
Notary Public

My commission expires:
Feb. 19, 1976

lm

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock A.M. and minutes A. M. 7 day of May 1975, and that the same has been recorded in Book 185 Page 417 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of May 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 190 PAGE 64
THIS 3 DAY OF Oct 19 75
H. L. Ferguson
CHANCERY CLERK

421

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

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 Forty Two Thousand and No/100---------- DOLLARS ($ 42,000.00) 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:

The entire balance shall be due on or before October 29, 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 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.

Copyright Mississippi Bankers Association

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 convenant 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 jcriadiction 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 30th day of April 19 75.

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 30th day of April 1975.

My Commission Expires: 4/6/76

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. 8 day of May 1975, and that the same has been recorded in Book 185 Page 4 records of REAL ESTATE TRUST DEEDS of said County.

8 May 1975.

5.00

D. P. Ferguson

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Assignment of this Instrument Recorded in Real Estate T/D Book No. 218 Page 433 This the 17 day of Nov. 19 27
N. B. Ferguson Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between UNITED LOCAL DEVELOPMENT CORPORATION

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 FIFTY FOUR THOUSAND NINE HUNDRED AND NO/100---------- DOLLARS ($ 54,900.00) 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:

Payable in 120 equal monthly installments of $819.66 each, the first of said installments being due and payable on the 21st day of May, 1975, with a like installment due on or before the 21st day of each successive month thereafter with the final installment due on or before the 21st day of March, 1985, until paid in full.

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

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

Lot 30, Section A, Holiday Inn Industrial Park, situated in Section 24, Township 1, Range 6, DeSoto County, Mississippi, as per plat recorded in Plat Book 10, Pages 10-13, Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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 convenant 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.

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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 21st day of April, 1975.

UNITED LOCAL DEVELOPMENT CORPORATION

BY: Ernest Joyner III

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 Ernest Joyner, III, Secretary, Treasurer of United Local Development Corporation 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 21st day of April, 1975

My Commission Expires: MY COMMISSION EXPIRES MAY 10, 1975

Carolyn Hubbard
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 minutes A. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 424 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of May 1975.

Fees 5.00

H G Ferguson Clerk

CANCELLED BY AUTHORITY. RECORDED IN BOOK 677 PAGE 751
THIS 15 DAY OF Dec 19 73
W. E. Davis by N. Graham DC
Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 186 Page 645
This the 19 day of June 1975

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PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973
D-29056 gl

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 16th day of APRIL, 1975, by and between

TERRY W. CLIMER AND WIFE, SANDRA K. CLIMER

, 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, 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 898, Section B, North Half, DESOTO VILLAGE, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:
Beginning at a chisel mark in the south line of Briarwood Drive 110.79 feet eastwardly from the point of intersection of said south line and the east line of Meadowbrook Drive, said point of beginning being also the northwest corner of lot 897; thence southwardly 99.51 feet with the west line of lot 897 to a point in the north line of lot 899; thence westwardly 122.23 feet with the north line of lot 899 to a chisel mark in the east line of Meadowbrook Drive; thence northwardly 71 feet with the east line of Meadowbrook Drive to a point of curvature to the right with an internal radius of 20 feet; thence 30.51 feet following siad curvature to the right to a point of tangency with the south line of Briarwood Drive; thence eastwardly 91.64 feet with the south line of Briarwood Drive to the point of beginning. As per survey by ACME ENG. SERVICE, dated, FEB. 27, 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 ONE THOUSAND FIFTY AND NO/100- Dollars ($ 21,050.00------), 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 38118
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FIFTY AND 93/100---------- Dollars ($ 150.93-----), commencing on the first day of JUNE, 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 MAY, 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 (½) 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 Real Estate T.D. Book No. 207 Page 380
This the 12 day of Jan 1977
D. D. 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 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 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.

Terry W Climer
TERRY W. CLIMER

Sandra K Climer
SANDRA K. CLIMER

STATE OF MISSISSIPPI, ~~XXXXXXX~~ TENNESSEE
COUNTY OF SHELBY

Personally appeared before me M. Val Dean, the undersigned Notary public in and for the said County, the within named TERRY W. CLIMER and SANDRA K. CLIMER, 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 16th day of APRIL, 19 75

M. Val Dean

My Commission Expires July 4, 1975

✓

STATE OF MISSISSIPPI
COUNTY OF [illegible]

I, [illegible], 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 [illegible] o'clock [illegible] M., on the [illegible] day of [illegible] 19[illegible], and was recorded in Vol. [illegible], Record of Deeds, pages [illegible] thereof.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 6 day of May 1975, and that the same has been recorded in Book 185 Page 421 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

430

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Coahoma National Bank

of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 3rd day of January 19 73, made and executed by William M. Hicks and wife, Kathryn D. Hicks of to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 152 on page 381 of the Record of Trust Deeds, on the 5th 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 the said instrument and that this order be recorded in the records of said County also as provided by law.

COAHOMA NATIONAL BANK

by

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, 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 Coahoma National Bank.

Given under my hand and seal of office this 2 day of May A. D. 19 75

My Commission Expires Jan. 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. 9 day of May 1975, and that the same has been recorded in Book 185 Page 430 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Frank E. Smith,et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 8th day of May, 19 75
between Frank E. Smith and wife, JoAnn E. Smith
of the first part,
and Security Bank of Hernando of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Seventeen Thousand Forty Dollars and no/100 ($17,040.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 83 equal monthly installments of $202.86 and a 84th and final installment of $202.62, first of said installments shall be due June 5, 1975 and one installment due each succeeding month thereafter until paid in full

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 ~~ ~~to the party of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale 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 ~~ ~~now is or may hereafter be planted or cultivated, or produced on said land, and all the crops of every kind to be grown by ~~ ~~during the year 19 ~~ ~~and further as any lands rocking with or under ~~ ~~now or hereafter belonging, or leased or rented or otherwise, during the year 19 ~~ ~~by the party of the first part, or any of ~~ ~~may cultivate or cause to be cultivated, or landlord or tenant with ~~ ~~during the year 19 ~~ ~~all of the farming implements of every kind and~~

Part of the northwest corner of the southeast quarter of Section 33, Township 3 South, Range 7 West being more particularly described as BEGINNING at the northwest corner of the southeast quarter of Section 33, Township 3 South, Range 7 West, DeSoto County Mississippi; thence north 84 degrees 53 minutes 40 seconds east a distance of 879.40 feet along the north line of said half-section to a point; thence south 4 degrees 27 minutes 39 seconds west a distance of 495.84 feet to a point; thence south 84 degrees 53 minutes 40 seconds west a distance of 879.39 feet to a point in the west line of said Section 33; thence north 4 degrees 27 minutes 45 seconds west a distance of 495.84 feet along said west section line to the point of beginning and containing 10.01 acres, more or less.

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 installments 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 19 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.

Frank E. Smith

JoAnn E. Smith

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Frank E. Smith and wife, JoAnn E. Smith who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 8th day of May, 19 75

My Commission Expires: (SEAL)

Notary Public

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, 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 1 o'clock 30 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 431 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 279 PAGE 121 THIS 3 DAY OF Dec 19 81

H. D. Ferguson CHANCERY CLERK

JAMES E. McGEHEE & COMPANY, INC., GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
W. B. GAY BUILDERS, INC., GRANTEE)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, James E. McGehee & Company, Inc. does hereby release from the lien of that certain deed of trust given by W. B. Gay Builders, Inc. to James E. McGehee & Company, Inc. being dated February 15, 1974, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 171, page 451 the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

> Lot 37, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof, recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 6th day of May , 1975.

JAMES E. McGEHEE & COMPANY, INC.

By _____
James E. McGehee, Jr., 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 James E. McGehee, Jr., President of James E. McGehee & Company who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 6th day of May, 1975.

_____
Notary Public
Lynda Cook

My Commission Expires:
December 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P.M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 432 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Floyd E. Davis and wife, Hazel V. Davis to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 26th, 19 75, securing a note in the sum of $ 41,800.00, recorded in Book 184, Page 565, 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 $ 41,800.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of May, 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 24th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskovitz
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. Moskovitz 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 24th day of April, 1975.

My Commission Expires Sept. 13, 1977

NOTARY PUBLIC

2/71/226

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
[illegible]

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 02 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 433 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

434

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Richard S. Tomlin and wife, Sandra K. Tomlin to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 4th, 19 75, securing a note in the sum of $ 35,000.00, recorded in Book 184, Page 576, 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 $ 35,000.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of May, 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 24th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskovitz
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. Moskovitz 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 24th day of April, 19 75.

My Commission Expires Sept. 13, 1977

Judith Cole
NOTARY PUBLIC

2/71/226

Kt

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 07 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 434 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Wayne Leonard Rogers and wife, Chrisandra Sue Rogers, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 7th, 19 75, securing a note in the sum of $20,800.00, recorded in Book 184, Page 573, 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 $ 20,800.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 1st day of April, 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 24th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskovitz
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. Moskovitz 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 24th day of April, 19 75.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

kt

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 07 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 435 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

436

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Ronald L. White and wife, Loretta Ann White, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated April 1st, 19 75, securing a note in the sum of $ 28,650.00, recorded in Book 184, Page 561, 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 $ DeSoto, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 1st day of May, 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 24th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskovitz
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. Moskovitz 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 24th day of April, 19 75.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

kt

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 07 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 436 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

437

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Gary Lee Buchanan and wife, Barbara Buchanan to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 31st, 19 75, securing a note in the sum of $ 25,550.00, recorded in Book 184, Page 569, 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 May, 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 24th day of April, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskovitz
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. Moskovitz 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 24th day of April, 19 75.

My Commission Expires Sept. 13, 1977

Judith Conle
NOTARY PUBLIC

2/71/226
kt

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 07 minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 437 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

H. P. Ferguson, CLERK

438

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, Ms. the beneficiary, does hereby certify that a certain trust deed

bearing date the ____ day of ____ 19 51 made and executed by James R. Peeler and

wife, of Hernando, Ms. to The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County

County, in the State of Mississippi in Real Estate Trust Deed Record No. 45 on page 17

of the Record of Trust Deeds; on the 3rd day of June A. D. 19 51 is now fully paid

and satisfied; and ~~he~~ The Hernando Bank does 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 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

in and for County and State aforesaid A. S. Ballard, Jr. President of The Hernando Bank 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 8th day of May A. D. 19 75

Elois M. Barbee

My Commission Expires: My Commission Expires Jan. 7, 1978

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. 8 day of May 1975, and that the same has been

recorded in Book 185 Page 438 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
316 PAGE 580
THIS 29 DAY OF May 84
H.H. Ferguson
CHANCERY CLERK

439

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 1ST day of May 19 75

by and between Ray N. Humphrey and wife, Gloria Humphrey

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee, of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven
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-one Thousand and Sixty-two and 88/100---------- DOLLARS ($ 21,062.88), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

In 72 equal monthly installments of Two Hundred Ninety-two and 54/100 Dollars ($292.54), the first installment being due on or before the 5th day of June, 1975, with like installments due on the 5th day of each month thereafter until paid in full.

said note bearing interest from maturity at the rate of 10.71 per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lot 163, Section "A", Southaven Subdivision as per plat thereof recorded, in Section 14, Township 1 Range 8, recorded in plat book 2, pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to prepay all or a part of said indebtedness on or before the due date without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become due and payable immediately at the option of the owner and holder of the note.

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 raid payments may be applied be specifically mentiond 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 trustees 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 satiafy 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 indebtdeness 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.

Ray N. Humphrey
Ray N. Humphrey

Gloria Humphrey
Gloria Humphrey

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STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ray N. Humphrey and wife, Gloria Humphrey

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 1st day of May 19 75.

Notary Public

My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

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 day of , 19

Notary Public

My Commission expires

Trust

Court
was filed for
M., on
19
day of
page
office.
this
19
Clerk.
D. C.
guaranteed
losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M., 8 day of May 1975, and that the same has been recorded in Book 185 Page 439 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY CHANCERY CLERK'S OFFICE
THIS 17 DAY OF MAY 1994
[illegible]

Deed of Trust
To

THIS DEED OF TRUST, Made and entered into this the 21 day of May, 1975
by and between Larry Gene Utley and wife, Vickie J. Utley

of the first part, hereinafter designated as the GRANTORS; Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as TRUSTEE; and M. Frank Smith and wife, Dorothy Z. Smith, 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

Six Thousand Three Hundred Twenty Three and 52/100---------- DOLLARS

($6,323.52), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

DUE AND REPAYABLE AS FOLLOWS, TO WIT:
$1,000.00 due May 1, 1976; $1,000.00 due May 1, 1977; $1,000.00 due May 1, 1978; $1,000.00 due May 1, 1979; $1,000.00 due May 1, 1980 and the balance of $1,323.52 due May 1, 1981 with interest to accrue at the rate of 8% per annum from date and be payable annually at time annual payments as specified above are made.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. A 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.

said note bearing interest from date at the rate of 8% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of _____, _____ District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Part of the Southeast Quarter of Section 30, Township 3, Range 9, described as beginning at a point in the East line of said Section 30, said point being 891.17 feet North of the Southeast Corner of said Section 30 and at the intersection of said East line and the Northeast right of way of Kokoreef Drive; thence continuing North on said Section line 428.83 feet to a point; thence North 86 degrees 30 minutes East a distance of 291.92 feet to a point; thence South 10 degrees 18 minutes West a distance of 66.63 feet to a point in the North right of way of Kokoreef Drive; thence along the right of way of said Kokoreef Drive South 74 degrees 49 minutes East a distance of 155.85 feet to a point; thence continuing along said right of way South 40 degrees 34 minutes East a distance of 90.44 feet to a point; thence continuing along said right of way South 20 degrees 29 minutes East a distance of 214.58 feet to a point; thence along said right of way South 28 degrees 20 minutes East a distance of 39.77 feet to the point of beginning and containing 1.18 acres, more or less.

Lot 128 in Section "B", Kokoreef Subdivision as shown on the plat appearing in Plat Book 7, Pages 26-34 in the Chancery Clerk's Office, DeSoto County, Mississippi to which recorded plat reference is made for a more particular description, said lot being situatuated in Section 30, Township 3, Range 9.

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 mentiond 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 trustees 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.

Larry Lee Vitt

Vicki J. Vitt

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STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

Larry Gene Utley and wife, Vickie J. Utley

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 2nd day of May, 19 75

Notary Public

My Commission expires 5-4-77

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

, 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 day of , 19

Notary Public

My Commission expires

St

Court
filed for
M., on
19 75
day of
Clerk.
D. C.
Granted
losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
A. M., 8 minutes
recorded in Book 185 Page 443 day of May 1975, and that the same has been
of said County. records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 9 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 201 PAGE 82
THIS 14 DAY OF June 19 76
W. B. Treadway
CHANCERY CLERK

444

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Reeves-Williams, Inc., a Mississippi Corporation,

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 Jackson

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-Two Thousand, Two Hundred Sixty and 00/100----------DOLLARS ($ 32,260.00) 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:

Interest due and payable monthly. Principal balance and accrued interest, if any, due and payable 180 days from date of note.

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

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

County of DeSoto

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

Lot 1174, 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.

Copyright Mississippi Bankers Association

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 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 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 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 7th day of May 1975.

Reeves-Williams, Inc.

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

_____
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

450

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 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 7th day of May 1975

Notary Public

My Commission Expires: 9-25-78

LAND DEED OF TRUST
from

to

Trustee

Filed for Record ... 1975
... o'clock ... M.
... Clerk

STATE OF MISSISSIPPI
... County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 11 o'clock A. M. on the 8 day of May, 1975 and was duly recorded the ... day of ..., 19... on page ..., ... in my office

Book No.

Witness my hand and seal of office, this ... day of ..., 19...

Clerk

..., D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

$5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock A. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 447 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

LAND DEED OF TRUST

WHEREAS, the undersigned J. D. Barnes and wife Birdie V. Barnes is/are indebted to Termplan Inc., beneficiary, in the sum of FIVE THOUSAND FOUR HUNDRED 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 Termplan Inc. or Bearer, in 36 installments of $ 150.00 each, and a final installment of $ 150.00, on the 22nd. day of each and every month hereafter until paid in full, with interest after maturities 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 hereinafter named Trustee, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby sell, convey and warrant unto Henry A. Ashby, Jr., as Trustee, the following described property situated in the City of Hernando, County of Desoto, and State of Mississippi, to-wit:-

Rt.2 Box 144 in Hernando Miss 38632
Part of the Northwest Quarter of Section Five (5), Township Four (4), Range Seven (7) west described as beginning at a point in east line of the Southeast Quarter of the Northwest Quarter of Section 5, Township 4, Range 7 West, asid point being 682.0 feet south of Northeast corner of said Southeast Quarter; thence South along said East line 214.0 feet to a point; thence South 84 Degrees 19 minutes West 186.5 feet to an iron pin in East right of way U.S. Interstate Highway 55; thence North 12 degrees 48 minutes West along said Highway right of way 214.6 feet to an iron pin; thence North 84 degrees 19 minutes East 206.0 feet to the point of beginning and containing 1.00 acre, more or less. All bearings are magnetic. Being the same land conveyed by Raymond E. Childress, et ux, to Mrs Ellen B. Flinn by deed dated February 16,1967, recorded in Book 68, Page 403 of the deed records of DeSoto County, Mississippi
together with all and singular the improvements thereon and appurtenances thereunto 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. [illegible]

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, [illegible] 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, [illegible] note by the undersigned.

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 not exceeding [illegible] mentioned 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 to appoint, in writing, [illegible] 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 the 22 day of April, 19 75.

Birdie V. Barnes

His (X) Mark

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named J D Barnes + Birdie Barnes 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 6 day of May, 19 75.

[signature] (Notary Public)

My commission expires: 2/4/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 451 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $ 3.00 pd.

H. G. Ferguson, CLERK

250 PAGE 674 THIS 24 DAY OF Oct. 1979 [signature] CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 239 PAGE 523 THIS 19 DAY OF March 1979 H. G. Ferguson CHANCERY CLERK

Cancelled by authority Recorded in Book
314 PAGE 594
This 25 DAY OF April 1984
J. H. Ferguson
CHANCERY CLERK

452

FOR REAL ESTATE, CHATTEL OR BOTH

Walter L. Toney

To { DEED OF TRUST

Leo P. Neal, et ux

THIS INDENTURE, Made this 5th day of May 19 75
between Walter L. Toney
of the first part,
and Leo P. Neal et ux
of the second part,
WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of One Thousand Five Hundred and 00/100 Dollars, bearing interest at the rate of 00.00%
being due and repayable in thirth (30) monthly installments of $50.00 each commencing June 1, 1975, with like installments on the 1st of each month thereafter until paid in full.

Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Dwight K. Luter 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:

Lot 90 Section "A", Brookhollow Subdivision in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in the office of the chancery Clerk of DeSoto Coounty, Mississippi in plat book 7, page 8.

Parties of the first part reserve the right to prepay all or part of said indebtedness on or before the due date without penalty. Failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payalbe at the option of the owner and holder of the note.

This is a second lien deed of trust second and subordinate to that certain deed of trust to National Mortgage Company.

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 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 of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part of the second part, assigns or legal representatives, may at any time appoint a Trustee to act in his stead.

Witness the signature the date written above.

Witness

Walter L. Toney

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Walter L. Toney 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 5th day of May 1975

(SEAL)

My Commission Expires: 9-25-78

By 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 11 o'clock minutes A M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 452 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL J. H. 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

WAYNE S. BONDORA and wife, SARAH LOIS BONDORA,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated April 28, 1975, securing a note in the sum of $ 29,000.00 recorded in Book 185, Page 281, of the office of the ChanceryClerk 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 30th day of April, 19 75.

BAILEY MORTGAGE COMPANY

William Cook
Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 28th day of April, 1975.

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 9 o'clock 30 minutes A. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 453 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

454

661 RM 619
67-3

F-147600

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 G. Rotenberry (same person as Charles G. Rotenberry, Jr.) and wife, Mary H. Rotenberry (same person as Mary S. Rotenberry) and Bertha L. Rotenberry to George R. Fulton, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 323, of Book 72 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 18th day of April, 19 75

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By _____ Vice President
R. J. Binkley, Asst.

APPROVED

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

On this 18th day of April, 19 75, before me a Notary Public in and for the County and State, personally came R. 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.

_____
VIVIAN LIPPMAN
Notary Public, State of New York No. 03-7455173
Qualified in Bronx County
Certificate Filed New York County Clerk
Commission Expires March 30, 1976

A

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 8 day of May 1975, and that the same has been recorded in Book 185 Page 454 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

LDME-688564 10 04-MS
SBA Loan No.

DEED OF TRUST
(Direct)

THIS DEED OF TRUST, made this 26th day of March
1975, by and between UNITED LOCAL DEVELOPMENT CORPORATION,
hereinafter referred to as "Grantor," Jess B. Rogers,
whose address is Tupelo, Mississippi,
hereinafter referred to as "Trustee," and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "Beneficiary," who maintains an office and place of business at Jackson, Mississippi.

WITNESSETH, that for and in consideration of $1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of DeSoto, State of Mississippi, to-wit:

Lot 30, Section A, Holiday Inn Industrial Park, situated in Section 24, Township 1, Range 6, DeSoto County, Mississippi, as per plat recorded in Plat Book 10, Pages 10-13, Chancery Clerk's Office, DeSoto County, Mississippi.

SUBJECT ONLY TO PRIOR LIEN held by Bank of Mississippi, Olive Branch, Mississippi, in the approximate amount of $59,400.00.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a promissory note ~~dated~~ of even date herewith,

in the principal sum of $ 59,400.00, signed by UNITED LOCAL DEVELOPMENT CORPORATION, ~~on behalf of~~ payable on or before fourteen (14) years from date.
The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

1. This conveyance is made upon and subject to the further trust that the said Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including

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reasonable attorneys' fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said property after any sale which may be made as hereinafter provided.

2. Upon the full payment of the indebtedness evidenced by said note and the interest thereon, the payment of all other sums herein provided for, the repayment of all monies advanced or expended pursuant to said note or this instrument, and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Grantor.

3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.

4. The Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. Upon such default in payment or performance, and before or after such entry, the Trustee, acting in the execution of this Trust, shall have the power to sell said property, and it shall be the Trustee's duty to sell said property (and in case of any default of any purchaser, to resell) at public auction, to the highest bidder, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Grantor (and the Beneficiary or any person on behalf of the Beneficiary may bid and purchase at such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of a default upon which the execution of the power of sale herein granted depends; and the said Grantor hereby constitutes and appoints the Trustee as his agent and attorney in fact to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be binding and conclusive upon the Grantor, and said conveyance shall be effectual to bar all equity or right of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event 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 power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said indebtedness. The Beneficiary or Assigns may take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an amount not in excess of _____ percent of the gross amount of said sale or sales, provided, however, that the amount of such fee shall be reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payment of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and reasonable attorneys' fees; secondly, to payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement, the Grantor having waived and assigned all rights of appraisement to the Trustee.

8. The Grantor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

DEED OF TRUST

b. 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 will promptly deliver the official receipts therefor to the Beneficiary.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the indebtedness hereby secured, or such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said property, and attorneys' fees reasonably incurred in any other way.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured hereby.

e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Grantor will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a Trustee's sale or other transfer of title to said property 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 at the option of the Beneficiary to the purchaser or Beneficiary.

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, 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 the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment at the rate specified in the note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

h. He will not rent or assign any part of the rent of said property or demolish, remove, or substantially alter any building without the written consent of the Beneficiary.

9. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary is hereby authorized to pay the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note. If the Grantor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Deed of Trust, then this Deed of Trust shall be canceled and surrendered.

10. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the lawful claims of all persons whomsoever.

11. For better security of the indebtedness hereby secured, the Grantor, upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired after the date hereof (all in form satisfactory to Grantee). Furthermore, should Grantor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Grantor hereby agrees to permit Beneficiary to cure such default, but Beneficiary is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said note, and the Beneficiary is hereby authorized, in the name of the Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or 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. The Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.

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14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Grantor, the Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

UNITED LOCAL DEVELOPMENT CORPORATION

By: Ernest Joyner

Secretary Treasurer

Attest: Phil Norwood, President

~~WWW~~ Executed and delivered in the presence of the following witnesses:

XXXXX

XXXXX

(Add Appropriate Acknowledgment)

STATE OF MISSISSIPPI)
COUNTY OF)

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ernest Joyner and Phil Norwood, who severally acknowledged that they are President and Secretary, Treas., respectively, of UNITED LOCAL DEVELOPMENT 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 year therein mentioned, they having been first authorized so to do.

Given under my hand and official seal, this the 26th day of March, 1975.

(SEAL) Carolyn Stubbard Notary Public

My Commission expires:

MY COMMISSION EXPIRES MAY 10, 1975

REAL ESTATE TRUST DEED — GRANTOR — TRUSTEE — BENEFICIARY — DESOTO COUNTY DATA — This instrument was filed for record at 8 o'clock and 20 minutes A.M. on the 9 day of May, 1975 at the office of the Clerk and was duly recorded on page 455 of Book 185 — Fee $5.00 — Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 20 minutes A. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 455 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of May 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
278 PAGE 686
THIS 23 DAY OF Nov. 1981
W. B. Ferguson
CHANCERY CLERK

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CONVENTIONAL LOAN
REV. 10-71

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of May, 19 75, among the Trustor, LARRY L. WINDHAM and wife, PATRICIA V. WINDHAM (herein "Borrower"), Frances P. Nothern, (herein "Trustee"), and the Beneficiary, Leader Federal Savings and Loan Association of Memphis, a corporation organized and existing under the laws of the United States of America, (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 SOUTHAVEN ~~County of Shelby, State of Tennessee~~ County of DeSoto, State of Mississippi, to-wit:

Lot 704, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, of record in Plat Book 6, Pages 3 and 4, of the Records of the Clerk of Chancery Court of DeSoto County, Mississippi, to which reference is here made.

TOGETHER, with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, and all fixtures now or hereafter attached to or used in connection with 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 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 a certain amortized promissory note of even date herewith (herein "Note") in the principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of May, 2005 /ff, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, as well as all renewals and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances as hereinafter provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

COVENANTS. Borrower further covenants and agrees as follows:

1. **Prepayment.** Borrower will pay the indebtedness as provided. Extra payments may be made at any time and interest if any will be charged only on the unpaid balance, except that at the option of the Lender six months advance interest may be charged on that part of the aggregate amount of all prepayments in any one year which exceed twenty per cent of the original principal indebtedness.

2. **Funds for Taxes and Insurance.** 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, if any, plus one-twelfth of yearly premium installments for hazard insurance required under paragraph 5 hereof, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with monies held by Lender.

If the amount of the Funds held by Lender shall not be sufficient at any time to pay taxes, assessments and insurance premiums and ground rents as they fall due, Lender may treat the deficiency in accordance with paragraph 15, item ii or iii. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly credit to Borrower any Funds held by Lender.

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

4. **Charges, Liens and Service Charges.** 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, in accordance with paragraph 2 hereof, or if Lender so directs, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust.

At the option of the Lender, the Borrower agrees to pay a service charge not exceeding six (6) cents for each dollar or fraction thereof of any installment payment including the required tax and insurance accruals, when paid more than fifteen (15) days from the due date thereof, which service charge is to cover the extra expense involved in handling late payments.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Lender shall designate and in such amounts and for such periods as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof, or, if Lender so directs, by Borrower making payment, when due, directly to the insurance carriers. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a 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 paid-premium receipts. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender

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may make Proof of Loss if not made promptly by Borrower. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application 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 12 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 resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property and Leaseholds.** 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, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. If Borrower fails to keep the property in good repair as required by Lender, Lender who shall have the right of reasonable inspection, may advance funds to make such repairs as it may reasonably deem necessary for the proper preservation thereof with the right in such instances to enter upon the property itself or by and through its agent or representative and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

In the event the improvements of said premises shall be abandoned or unoccupied for a period of fifteen (15) days or more, the Lender shall have the right to enter the improvements for the purpose of protecting same and may do such things to this end as is reasonable and such expense in connection herewith may be treated in accordance with paragraph 15, items ii or iii.

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 affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and 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 Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

8. **Condemnation.** All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the Property or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application 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.

9. **Future Advances.** The Lender may hereafter, at its option, at any time before full payment of this mortgage make Further Advances to the Borrower or their successors in title, and the same with interest as may be agreed upon shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if the Lender at its option shall make such Further Advance or Advances as aforesaid, the Borrower or their successors agree to execute and deliver to the Lender a note in evidence of each such Advance and bearing such terms as the Lender shall require. The Borrower covenants and agrees to repay same as aforesaid with interest thereon and the Borrower does further covenant and agree that each note evidencing the same shall be secured by this mortgage and shall be subject to all of the covenants and conditions contained herein. Advances to such successors shall not release Borrower or successors from liability.

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. **Forebearance by Lender Not a Waiver.** Any delay, forebearance, discontinuance or cancellation 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. All remedies of Lender 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 or independently.

12. **Power of Foreclosure.** In the event of Borrower's failure to discharge fully and promptly each and every obligation of the Note or Notes secured and of this Deed of Trust in the manner and upon the terms set forth herein, anything in said Note or in this instrument heretofore or hereafter to the contrary notwithstanding, the entire indebtedness and all obligations secured shall at the option of the Lender become immediately due and collectible without notice and the whole of said indebtedness shall bear interest immediately thereafter at the maximum legal statutory contract rate until paid and the Trustee is hereby authorized to advertise the property above described once each week for three (3) consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice and of the terms of sale in a newspaper published in the County, in which said property is situated, and to sell the said property in whole or in part at its option and the sale of a part shall not release the remainder as security for the remaining debt unpaid, all within the legal hours of sale at the door of the Court House at the County seat of said County at public outcry to the highest and best bidder for cash and in bar of all equity of redemption, homestead, dower, courtesy, and all other rights and exemptions of every kind, all of which are hereby expresly waived. The Lender of the indebtedness hereby secured may bid at any sale under this Deed of Trust or order of Court resulting hereunder.

All parties in interest hereby expresly waive oath, inventory and bond for execution of this trust on the part of the Trustee or any successor Trustee.

In case of sale hereunder, the Trustee shall execute to the purchaser all necessary title papers and place the purchaser in quiet and peaceful possession of the property. From the date of such sale, any party occupying the premises shall become the tenant at will of the purchaser at the sale and obligated to pay a reasonable rent therefor.

In the event of default, foreclosure, and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows: First, to pay the expenses of executing this trust, including all attorneys' fees, Court costs, all amounts advanced or expenses incurred by the Lender for the account of the Borrower and compensation to the Trustee and all interest due; second, to pay the debt secured by this instrument; third, to pay the balance, if any, to the Borrower upon delivery and

surrender to the purchaser of possession of the property, less the expense of obtaining possession and reasonable rents accrued.

13. **Subsequent Transfers of Title.** If Borrower or any of Borrower's successors in title should convey the subject property or any interest therein to any other party without first obtaining written consent of the Lender, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or sale in accordance with the orders of any Court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the Lender would otherwise be entitled were the Borrower desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Lender.

14. **Notice.** Any notice from Lender to Borrower under this Deed of Trust shall be deemed to have been given by Lender and received by Borrower when mailed by certified mail by Lender to Borrower at the Property Address stated below or at such other address as Borrower may designate to Lender by certified mail received by Lender at Lender's address stated above, or at such other address designated by Lender to Borrower.

15. **Optional Advancements in Event of Default.** In every instance herein where Borrower or his successor shall fail to pay any amount when due, the same shall constitute default hereunder and Lender at its option may, without limitation, but by way of specific inclusion do any one of the following:

(i) Demand the entire principal debt, advances hereunder and accrued interest and charges;

(ii) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

(iii) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advancement shall bear interest at the then maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

16. **Substitution of Trustee.** In the event of the death, refusal, or of the 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 Lender, the Lender is authorized either in its 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.

17. **Other Trustee To Act.** In the event more than one Trustee is named any one of the named Trustees or their successor or successors is authorized to act separately and independently of the other in all respects hereunder including but not limited to the advertisement of foreclosure, the sale of the security, and the execution of the necessary title papers to the purchaser thereof.

18. **Liability of Signers.** Any and all persons executing this instrument shall be deemed a Borrower and primarily liable as such and, therefore, responsible for all amounts due or to become due hereunder and all obligations hereof unless a contrary intention is specifically provided for herein.

19. **Successors and Assigns Bound; Number; Gender; 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. In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Borrower, the Lender, its successors or assigns, may, without notice to the Borrower, deal with such successor or successors in interest with reference to this instrument and the debt or debts hereby secured, in the same manner as with the Borrower and specifically without limitation of said general provision may make any said additional advance mentioned above to said successor or successors in interest without in any way vitiating or discharging the Borrower's liability hereunder or upon the debt thereby secured. No sale of the premises hereby conveyed and no forbeatance on the part of the Lender or its assigns and no extension of the time for the payment of the debt hereby secured given by the Lender or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

IN WITNESS WHEREOF, we have hereunto signed our names, this 7th day of May, 19 75

Larry L. Windham
Larry L. Windham

Patricia V. Windham
Patricia V. Windham

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STATE OF TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, LARRY L. WINDHAM and wife, PATRICIA V. WINDHAM the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office this 7th day of May, 1975

NOTARY PUBLIC

My commission expires:

September 17, 1977

Property known as: 1729 MECKLENBURG COVE

Mail tax notice to: Leader Federal Savings & Loan Assn. of Memphis
158 Madison Avenue, Memphis, Tennessee

This instrument was prepared by
Leader Federal Savings and Loan Assn. of Memphis

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was Loan Number 1-30,880-10

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 459 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

5.00 PD

PARTIAL RELEASE

Known by all men by these presents, that for and in consideration of part payment of the indebtednesses described in and secured by the following deed 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 144, 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 of 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 liens of said deeds of trust the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

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

Beginning at a point in the north-south one-half section line of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississipp: 850 feet South of the north line of said Section 24; thence west as an angle in the southwest quadrant of 90 degrees and 32 minutes 85 feet to a point in the west line of Hamilton Road at the northeast corner of the ITT American Electric Company Property THE POINT OF BEGINNING; thence west along the north line of said ITT American Electric Company property and at an angle in the northwest quadrant of 89 degrees and 28 minutes 508.8 feet to a point in the southeasterly line of a Texas Gas Transmission Company easement; thence northeasterly along the southeasterly line of said easement and at an interior angle of 38 degrees and 46 minutes 583.38 feet to a point in the westerly line of Hamilton Road; thence southwardly along the westerly line of Hamilton Road 375.93 feet to the point of beginning, as per survey of W. H. Porter, Civil Engineer, dated April 8, 1975.

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 porper officers duly authorized so to do, this 15 day of April, 1975.

UNION PLANTERS NATIONAL BANK,
MEMPHIS, TENNESSEE

BY: Edward M. King III
Edward M. King, III, Vice President

ATTEST:
Assistant Vice-President

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned notary public in and for said County and State, the within named Edward M. King, III, and J. H. Jennings, known to me to be the Vice-President and Assistant 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 15th day of April, 1975.

Irene E. Johnson
Notary Public

My commission expires:

MY COMMISSION EXPIRES SEPTEMBER 19 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 463 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.

Fees $4.50 pd.

SEAL H. L. 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 Reapportion Agreement was executed by the First National Bank of Memphis, Union Planters National Bank, National Bank of Commerce of Memphis, Commercial and Industrial Bank of Memphis, Walkem Development Company, 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 153 in the office of the Chancery Clerk of DeSoto County, Mississippi, and under the terms of said Modification and Reapportion 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 C hancery 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 Reapportion Agreement recorded in real estate trust deed book 179, page 153, as aforesaid, the following described property situated and being in the County of DeSoto, State of Mississippi, to-wit:

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

The point of beginning of the herein described property is described as follows:

Beginning at a point in the north-south one-half section line of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi, 850 feet south of the north line of said Section 24; thence west at an angle in the southwest quadrant of 90 degrees and 32 minutes 85 feet to a point in the west line of Hamilton Road at the northeast corner of the ITT Ameircan Electric Company Property THE POINT OF BEGINNING; thence west along the north line of said ITT American Electric Company Property and at an angle in the northwest quadrant of 89 degrees and 28 minutes 508.8 feet to a point in the southeasterly line of a Texas Gas Transmission Company easement; thence northeasterly along the southeasterly line of said easment and at an interior angle of 38 degrees and 46 minutes 583.38 feet

Witness the signature of Kemmons Wilson this 14th day of April, 1975.

Kemmons Wilson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Thomas C Wright Jr. the undersigned notary public in and for said County and State, 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 14th day of April, 1975.

Notary Public

My commission expires: June 22, 1977

MY COMMISSION EXPIRES JUNE 22, 1977

Witness the signature of Dorothy Lee Wilson, this 14th day of April, 1975.

Dorothy Lee Wilson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Thomas C. Wright Jr the undersigned notary public in and for said County and State, 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 14th day of April, 1975.

Notary Public

My Commission Expires: June 22, 1977

MY COMMISSION EXPIRES JUNE 22, 1977

Witness the signature of Alma E. Johnson, this 14th day of April, 1975.

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 and State, 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 14th day of April, 1975.

Notary Public

My Commission expires: June 22, 1977

MY COMMISSION EXPIRES JUNE 22, 1977

to a point in the westerly line of Hamilton Road; thence southwardly along the westerly line of Hamilton Road 375.93 feet to the point of beginning, as per survey of W. H. Porter, Civil Engineer, dated April 8, 1975.

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 line of said trust deed shall continue in full force and effect.

WITNESS the signature of Wallace E. Johnson this 11th day of April, 1975.

Wallace 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 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 11th day of April, 1975.

Notary Public

My commission expires: June 22, 1977

MY COMMISSION EXPIRES JUNE 22, 1977

CONSENT TO PARTIAL RELEASE

The undersigned, as endorsers of that certain promissory note the sum of $1,125,000.00, described in the Partial Release hereinabove, hereby consent th said Partial Release on this 11th day of April, 1975.

Kemmons Wilson

Dorothy Lee Wilson

Alma E. Johnson

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 465 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

468

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized an directed to satisfy and cancel of record in your office the Deed of Trust executed by:

Ottie R. Cossey and wife, Claudine Hughes Cossey

For the use and benefit of:

Avco Financial Services, Inc. #258

On the 14th day of March, 1970, and recorded in Trust Deed Book 116, Page 133, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully pad to the undersigned.

Witness my signature on this the 29th day of April, 19 75.

Avco Financial Services

William E Flowers

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, William E Flowers, who acknowledged and that he signed and delivered the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Virginia Brewer
Notary Public
My Commission Expires August 11, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 468 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 59
This the 17 day of July 1975
N. T. Ferguson Clerk

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Deed of Trust

To

GREENBROOK DEVELOPMENT COMPANY

THIS DEED OF TRUST, Made and entered into this the 8th day of May 19 75
by and between R. L. Stepherson and W. Wise Swepston Jones

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee, of the second part, hereinafter designated as TRUSTEE; and Greenbrook Development Company
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
Ninety Six Thousand and no/100---------- DOLLARS
($ 96,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

In 240 equal amortized monthly installments of $864.00 each, the first installment due on or before the 1st day of June, 1975, with like installments due on the 1st day of each month thereafter until paid in full.

said note bearing interest from date at the rate of 9% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of
Southaven District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Part of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi more particularly described as follows:

The point of beginning of the herein described property is described as follows; beginning at a point in the northsouth ½ section line of Section 24, Township 1 South, Range 8 West, DeSoto County, Miss., 850 feet south of the north line of said Section 24; thence west at an angle in the southwest quadrant of 90 degrees and 32 ' 85 ft. to a point in the west line of Hamilton Road at the northeast corner of the ITT American Electric Company property THE POINT OF BEGINNING, CONTAINING 3.45 acres.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Parties of the first part further covenant to maintain fire and extended coverage insurance on all buildings and improvements situated on the above described property, in an amount at least equal to the unpaid balance secured by this instrument, with loss payable clause in favor of the beneficiary hereunder.

In the event of any default under the said Note or this Deed of Trust, and prior to any acceleration of the debt and foreclosure sale hereunder, the Beneficiary shall give written notice to Grantors of any such default and Grantors shall have thirty (30) days from the sending of such notice in which to cure or remedy the said default.

In the event of foreclosure of the Deed of Trust securing said Note, the holder of said Note shall not seek or enforce a deficiency judgment against the makers thereof and in the event that suit is brought on the Note, any judgment obtained in such a suit shall be enforced only against the real property and the rents, issues and profits thereof.

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 mentiond 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 trustees 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.

R. L. Stepherson

N. Wise Swepston Jones

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

R. L. Stepherson and W. Wise Swepston Jones

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of May, 19 75.

D B Bridgforth Jr.
Notary Public

My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

_____ and _____

who severally acknowledged that they are _____ and _____ respectively of _____, 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 _____ day of _____, 19____

_____
Notary Public

My Commission expires _____

Compliments of

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
_____ County.

I certify that this Deed of Trust was filed for record in my office at _____ o'clock _____ M., on the _____ day of _____ 19____ and was duly recorded the _____ day of _____ 19____, on page _____ Book No. _____ In my office. Witness my hand and seal of office this _____ day of _____ 19____

_____ Chancery Clerk. D. C.

TITLE INSURANCE is the only guaranteed protection against real estate losses.

RETURN TO:
T. W., F., R., & B., LTD.
P. O. BOX 241
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. 9 day of May 1975, and that the same has been recorded in Book 185 Page 469 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.

Fees $ 5.50 pd.

SEAL H. D. Ferguson, CLERK

Paid Satisfied & Cancelled

This 4/12 1982

J. P. Flinn, Jr.

Attest

H. D. Ferguson

Chancery Clerk By: T.E. Davis D.C.

413

FOR REAL ESTATE, CHATTEL OR BOTH

Lenton Yarbrough, Jr., et ux,
Grantors

To { DEED OF TRUST

Richard J. Lee, Trustee
for T.P. Flinn, Jr.,

Beneficiary

THIS INDENTURE, Made this 9th day of May 1975
between Lenton Yarbrough, Jr. and wife, Myra Lee Yarbrough, 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 three hundred dollars ($3,300.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from March 30, 1975, due and payable March 30, 1977. All interest payable annually.

and any further amount that the party of the second part may furnish the party of the first part during the existence of this trust deed ----$700.00---------- not to exceed and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Richard J. Lee 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 ~~---~~ may be ~~-----~~ on hand, and all the crops of every kind to be grown by ~~-----~~ said family, or any hands working with or under ~~-----~~ either as landlord or tenant or otherwise during the year 19~~--~~ on the land that ~~-----~~ may constitute or come to be cultivated as landlord or tenant said all ~~-----~~ farming implements of every kind said

LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS: Commencing at the southwest corner of the Irving Yarbrough 23-1/3 acre tract, being located in Section 29, Township 2, Range 7 West and being more fully described in Deed Book 40, Page 198 of the Land Records of DeSoto County, Mississippi, thence east along the south line of said Irving Yarbrough tract, 462 feet more or less to a point, said point being the southeast corner of the Nathan Gray and Rheba Gray Spight 5 acre tract, said point being the point of beginning; THENCE eastwardly along the South line of the Irving Yarbrough tract 231 feet, more or less, to a point being the southeast corner of the Irving Yarbrough 23-1/3 acre tract; thence north along the east line of the Irving Yarbrough tract 942.8 feet to a point; thence west parallel to the south line of said Irving Yarbrough tract 231 feet, more or less, to a point being the northeast corner of the Nathan Gray and Rheba Gray Spight 5 acre tract; thence south along the east line of the Nathan Gray and Rheba Gray Spight 5 acre tract 942.8 feet, more or less, to the point of beginning, containing 5 acres, more or less.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, andthat this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time failure 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 ~~-----~~ aforesaid as aforesaid ies ~~-----~~ 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, may at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Lenton Yarbrough, Jr.

Witness ~~-----~~

Myra Lee Yarbrough

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named Lenton Yarbrough, Jr. and wife, Myra Lee Yarbrough

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

Given under my hand and official seal, this 9th day of May 19 75

MY COMMISSION EXPIRES: (SEAL) Faye H. Lamil Clerk

8-11-78 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, deposeth and saith that he saw the above named ~~-----~~ whose name ~~-----~~ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said ~~-----~~, and that he saw the other subscribing witness sign the same in the presence of the said ~~-----~~.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 413 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
229 PAGE 615
THIS 21 DAY OF August 1978
H. D. Ferguson
CHANCERY CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

JAMES E. RITCH, SR., and wife, AMA LOU RITCH

To { DEED OF TRUST

JUANELL LaPOINTE

THIS INDENTURE, Made this 9 day of May, 19 75
between JAMES E. RITCH, SR. and wife, AMA LOU RITCH,
of the first part,
and JUANELL LaPOINTE 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 THREE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($3,475.00) bearing interest at the rate of 8-3/4% a year from date, being due and payable in 192 equal monthly installments of $33.69 each beginning on the 15th day of June, 1975, with a like installment due and payable on the 15th day of each and every month thereafter, the final installment due on the 15th day of May, 1991; or until paid in full.

and the parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by David A. Gustafson, Trustee, the parties of the first part do 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 ... and all the crops of every kind to be grown for ... and family or any hands working with or under ..., either as landlord or tenant or otherwise, during the year 19 ... and that ... may cultivate, or cause to be cultivated, as landlord or tenant and all ... planting implements of every kind and

Lot No. 2407, 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 Court Clerk of DeSoto County, Mississippi;

Together with all improvements and appurtenances thereunto belonging.

This Deed of Trust is subordinate and junior to that certain Deed of Trust executed by Raymond J. McMichael and wife, Gloria R. McMichael, in favor of Colonial Savings & Loan (now Fidelity Mortgage Company), dated February 20, 1970, and recorded in Deed of Trust Book 115, Page 504 in said Clerk's Office.

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 15th day of May, 19 91, 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 hereby produced, the party ... of the second part ... his ... assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness their signatures the date written above.

Witness

James E. Ritch, Sr.

Ama Lou Ritch

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me a Notary Public of said County, the within named JAMES E. RITCH, SR. and wife, AMA LOU RITCH,

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

Given under my hand and official seal, this 9th day of May 19 75

My Commission Expires April 3, 1979 (SEAL)

My Commission Expires: 4-9-79

NOTARY PUBLIC

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, ... of said County, the day ...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 474 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day May 9, 1975 (Date)

by and between the undersigned Tract-O-Land Plantation, Inc.

residing in DeSoto County, Mississippi, whose post office address is Route 1, Lake Cormorant, Mississippi, grantor(s), herein called "Borrower," and Aaron Goolsby

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

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 9, 1975	$115,800.00	5%	May 9, 1980

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

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

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

DeSoto

638.28 acres in Section 22, Township 2, Range 9 described as BEGINNING at the southeast corner of Section 22, thence north 5° 30' west 62.50 chains to the southeast corner of a 1 acre church lot; thence north 75° 30' west on the south line of the church lot 4.00 chains; thence north 5° 30' west with the west line of the church lot 2.665 chains; thence south 75° 30' east with the north line of the church lot 4.00 chains to a point in the east line of Section 22; thence north 5° 30' west 15.105 chains to the northeast corner of Section 22; thence south 84° 30' west 80.15 chains to the northwest corner of

FULLY PAID AND SATISFIED, 5/10/77
UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION. BY Howard E Beard
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 31, F. R. 14109.
ATTEST: B. B. Jorgason, Clerk
By D. W. McCain, D.C.

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Section 22; thence south 5° 33' east 80.27 chains to the southwest corner of Section 22; thence north 84° 30' east 80.04 chains to the point of beginning, containing 641.92 acres, less the right of way of Star Landing Road, leaving a net of 638.28 acres.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Ann Rasche
Secretary

TRACT-O-LAND PLANTATION, INC.

By: Dunbar Abaton
President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within named Dunbar Abaton, President of Tract-O-Land Plantation, Inc. and Ann Rasche, Secretary, of Tract-O-Land Plantation, Inc. ~~xxxxxx~~ who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for and on behalf of said corporation.

Given under my hand and official seal this 9th day of May, 1975.

Ann Rasche
(Signature)

(SEAL)

Notary Public
(Title)

My Commission Expires: MY COMMISSION EXPIRES MARCH 24, 1977

WALKER, BANKS, FONE, BRIDGFORTH & WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 10 minutes P. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 475 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Patrick L. Eavenson and wife, Donna V. Eavenson to James C. Kennon and Ervin McKay, Trustee, for the use and benefit of National Bank of Commerce, dated March 6, 1973, and recorded in Book 155, page 313, 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 National Bank of Commerce, 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 National Bank of Commerce, ha hereunto set hand (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 1st day of May, 19 75.

NATIONAL BANK OF COMMERCE

BY: Jack Lampley VP

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said State and County, the within named Jack Lampley, 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 2 day of May, 19 75

Notary Public

My commission expires:

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 10 o'clock 30 minutes A. M. 9 day of May 1975, and that the same has been recorded in Book 185 Page 479 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 191 PAGE 132
This 24 DAY OF Sept. 19 75
H-L. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 191 PAGE 286
This 29 DAY OF Sept. 19 75
H-L. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

IRA E. BELK AND WIFE, BESSIE FLORENE BELK

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

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

EIGHT THOUSAND AND NO/100---------- DOLLARS

($ 8,000.00) 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:

Entire sum shall be due and payable on or before the 29th 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:

Lot 32, in Section "B", of Pleasant Hill Estates Subdivision as shown on plat appearing of record in Plat Book 10, Pages 23-25 in the Chancery Court Clerk's Office of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section 12, Township 2, Range 7 West.

Copyright Mississippi Bankers Association

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 convenant 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.

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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 5th day of May, 1975.

Ira E. Belk
IRA E. BELK

Bessie Florence Belk
BESSIE FLORENCE BELK

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

Ira E. Belk and wife, Bessie Florence Belk 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 May, 1975.

My Commission Expires: My Commission Expires Feb. 2, 1979

Billy L. Holdwell
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. 12 day of May 1975, and that the same has been recorded in Book 185 Page 480 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 5.00 pd.

H. P. Jarman
CLERK

Partial Release
The undersigned Trustee, Housley release from the lien of this instrument Lots 44, 45 and 46 the 9/17/75

Dudley B. Bridgforth, Jr.
Trustee

H. L. Ferguson, Clerk
By D. Thompson, D.C

Paid, Satisfied and Cancelled this 23rd day of December 19 75

Attest
D. O. Thompson, D.C.

Dudley B. Bridgforth, Jr.

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FOR REAL ESTATE, CHATTEL OR BOTH

ALMAC CONSTRUCTION COMPANY, INC.

To { DEED OF TRUST

CHICKASAW DEVELOPERS, INC.

THIS INDENTURE, Made this 22nd day of April 19 75
between ALMAC CONSTRUCTION COMPANY, INC. of the first part,
and CHICKASAW DEVELOPERS, INC. 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 $15,000.00 being due and repayable as follows, to wit: $6,000.00 due on or before the 1st day of June, 1975 and the balance of $9,000.00 due and payable on or before the 15th day of August, 1975.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Dudley B. Bridgforth, Jr. Trustee, the part ies of the first part ha VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,

Lots 44, 45, 46, 43 and 48, Section "B", Holiday Hills Subdivision situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorde d in Plat Book 11, Page 11 and 12, Chancery Clerk's Office, DeSoto County, Mississippi.

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second part will release from the lien of this instrument any lot as described herein upon the receipt herein of $3,000.00 against the principal of this indebtedness.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may thereforth take possession of said property and sell the same as herein below directed. Should the part ies at the first part promptly pay the above stated indebtedness as aforesaid when 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 ies 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.

ATTEST: B. L. Wilson
Secretary

ALMAC CONSTRUCTION COMPANY, INC.
BY: [signature]
President

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named B. L. Wilson and R. E. McKee, Pres. and Secty. of ALMAC CONSTRUCTION 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 22 day of APRIL 19 75

My Commission Expires: (SEAL.)
6-5-77

[signature] 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 11 o'clock No minutes A. M. 7 day of May 1975, and that the same has been recorded in Book 185 Page 483 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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Lot 1222

34-17041

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DE SOTO COUNTY

HERNANDO, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by REEVES-WILLIAMS, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 24th, 19 74, and duly recorded in Book 175 at Page(s) 545 of your records.

WITNESS the signature of the corporation, this the 7th day of May, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems

W. S. Weems, Senior Vice President

ATTEST:

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 7th day of May, A.D., 19 75.

Carrie D. Sale
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 10 o'clock 30 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 484 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 487
FILED 21 DAY OF Oct 19 71 AT 11:00 A.M.
CHANCERY CLERK

485

ASSIGNMENT

WHEREAS, The First National Bank of Memphis has agreed to make to Communiplex, Inc., a subsidiary of Alodex Corporation, an additional loan to enable Communiplex, Inc. to comply with the conditions of the FHA Commitment on FHA Project No. 116-35057-MAN (the Greenbriar Cooperative, in Albuquerque, New Mexico); and

WHEREAS, a part of the consideration for the making of said additional loan is the agreement of Southaven Land Company, Inc. also a subsidiary of Alodex Corporation, to assign to The First National Bank of Memphis a purchase money second deed of trust in the approximate sum of $137,000.00 payable over a six year period with first payment due one (1) year from closing and bearing interest at seven per cent (7%) per annum, said purchase money second deed of trust to arise from a sale by Southaven Land Company, Inc. to Almacar Co. of 87.9 acres more or less on the south side of Rasco Road in DeSoto County, Mississippi as said property is more particularly described in Exhibits "A" and "B" hereto identified as "Contract between: Southaven Land Company, Inc.--seller--and Albertine McCrory Company--purchaser."

NOW, THEREFORE, in consideration of the premises and of good and sufficient consideration, the receipt of which is hereby acknowledged, Southaven Land Company, Inc. does hereby assign and set over to The First National Bank of Memphis, Memphis, Tennessee, the above described purchase money second deed of trust; and the said Southaven Land Company, Inc. covenants and agrees with The First National Bank of Memphis that it will do all further things necessary to perfect this assignment, including but not limited to the delivery of the purchase money note and deed of trust and the execution of an assignment simultaneously with or immediately subsequent to the closing of the sale of said land.

It is specifically understood and agreed, however, that this assignment includes no part of the cash proceeds of said sale.

It is further understood and agreed, however, that, if the additional loan first above referred to or an additional loan required to supplement a reduction in cost certification of said FHA Project is never funded to Communiplex, Inc. by The First National Bank of Memphis, then this assignment will be null and void and any documents delivered pursuant hereto will be returned and said note and purchase money deed of trust will be reassigned by The First National Bank of Memphis to Southaven Land Company, Inc.

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IN WITNESS WHEREOF, Southaven Land Company, Inc. has caused its name to be affixed hereto by its duly authorized officers this 3rd day of March, 1975.

SOUTHAVEN LAND COMPANY, INC.

BY: Fred E. Jones
Fred E. Jones, President

ATTEST: Jane E. Buchanan
Secretary

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Fred E. Jones, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Southaven Land Company, Inc. the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Memphis this 3rd day of March, 1975.

Joyce P. Whitworth
Notary Public

My commission expires:

July 10, 1976

EXHIBIT "A"

Contract between: SOUTHAVEN LAND COMPANY, INC. - Seller
and
ALBERTINE-McCRORY COMPANY - Purchaser

Property being situated in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a concrete monument at the intersection of the south line of Rasco Road with the westerly right-of-way of Interstate Highway No. 55; thence west along the south line of Rasco Road 290 feet to a point; thence south 10 feet to a point; thence west along the south line of Rasco Road 175 feet to a point; thence north 50 feet to a point in the center-line of Rasco Road; thence west along the center-line of Rasco Road 47 feet to a point at the northeast corner of a church lot; thence south 300 feet to a point at the southeast corner of said church lot; thence west 150 feet to a point at the southwest corner of said church lot in the east line of the DeSoto County Board of Education property; thence south along the east line of said Board of Education property 3043.9 feet to a point at the southeast corner thereof; thence west along the south line of said Board of Education property 990 feet to a point at the southwest corner thereof in the east line of the F. C. Rasco property; thence south along said east line 937.5 feet to a point; thence eastwardly at an interior angle of 76 degrees and 40 minutes 722.34 feet to a point; thence eastwardly at an interior angle of 167 degrees and 27 minutes 211.0 feet to a point; thence eastwardly at an interior angle of 189 degrees and 14 minutes 460.0 feet to a point; thence eastwardly at an interior angle of 192 degrees and 15 minutes 350 feet to a point; thence eastwardly at an interior angle of 189 degrees and 09 minutes 300 feet to a point in the west line of the C. P. Davis property; thence noth along the west line of said Davis property 854.15 feet to a point in the westerly right-of-way line of Interstate Highway No. 55; thence northwardly along said westerly right-of-way line 2774.95 feet to the point of beginning.

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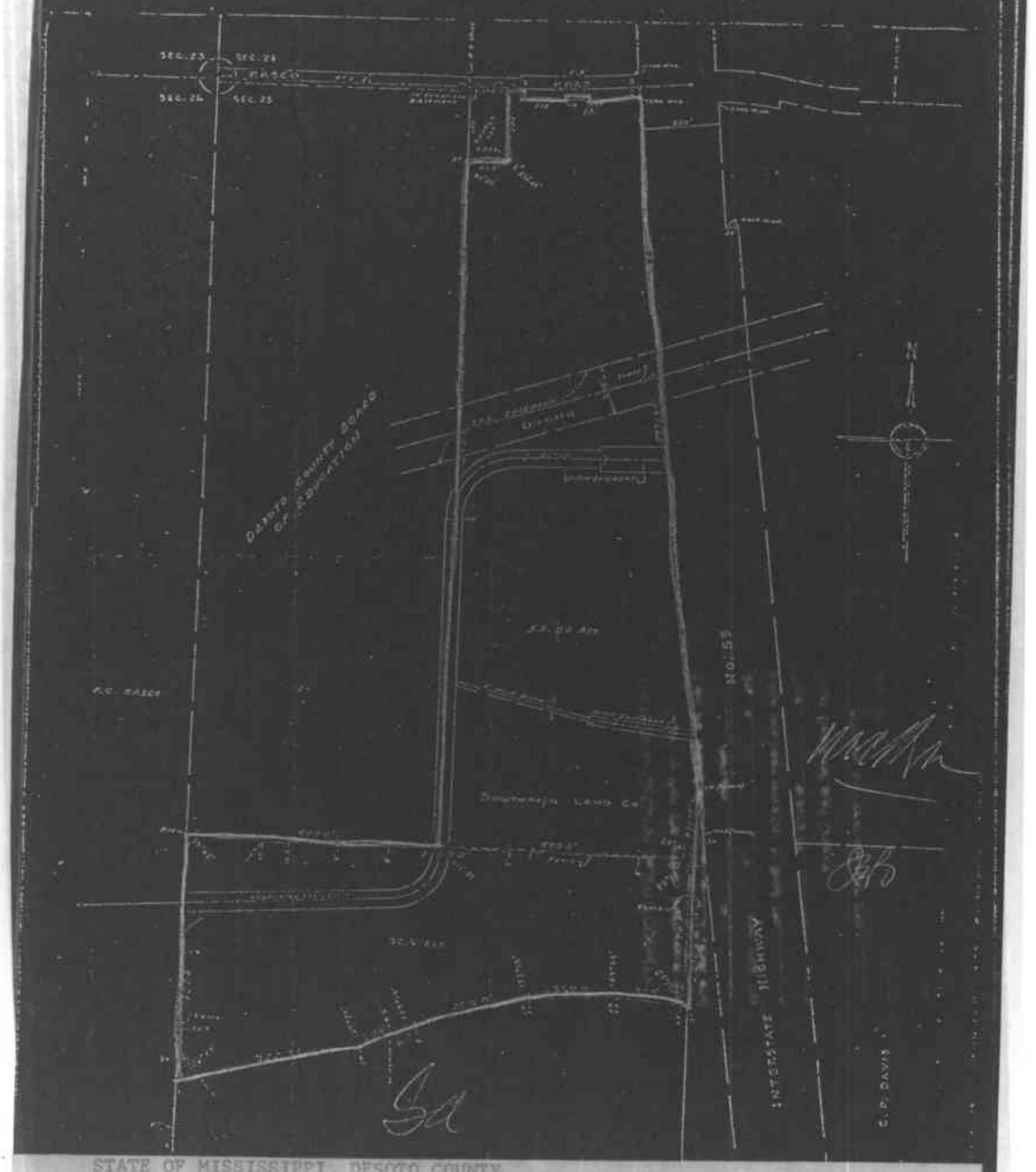
EXHIBIT "B"

Contract between: SOUTHAVEN LAND COMPANY, INC. - Seller
and
ALBERTINE-McCRORY COMPANY - Purchaser



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 485 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $5.50 pd.

SEAL H. L. Ferguson, CLERK

4489

CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 489 THIS 21 DAY OF [illegible] 1977

ASSIGNMENT OF NOTE AND TRUST DEED

THIS INSTRUMENT, made and entered into on this the 9th day of May, 1975, by and between SOUTHAVEN LAND COMPANY, INC., hereinafter known as the party of the first part, and THE FIRST NATIONAL BANK OF MEMPHIS, a national banking association, organized and existing under the laws of the United States, and having its principal place of business in Memphis, Tennessee, hereinafter known as the party of the second part;

W I T N E S S E T H :

That 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 which are hereby acknowledged, the party of the first part does hereby bargain, sell, assign, transfer, and set over unto the party of the second part, all of its right, title, and interest in and to the following:

1. That certain promissory note bearing date of the 25th. day of March, 1975, in the principal sum of One Hundred Thirty-Seven Thousand One Hundred Ninety Four Dollars ($137,194.00), being payable to the order of Southaven Land Company, Inc., said note having been given to evidence the indebtedness secured by the belowmentioned trust deed.

2. That certain deed of trust bearing date of the 25th. day of March, 1975, of record in Trust Deed Book 184, Page 340, in the office of the Chancery Court of DeSoto County, Mississippi, executed by Almacar Company, a limited partnership, to Dudley B. Bridgforth, Jr., as Trustee for Southaven Land Company, Inc., said trust deed having been given to secure an indebtedness in the principal sum of One Hundred Thirty-Seven Thousand One Hundred Ninety-four Dollars ($137,194.00) and interest thereon, reference being here made to said deed of trust for a particular description of the property thereby conveyed.

The party of the first part covenants with and warrants to the party of the second part that it is the owner and holder of the indebtedness evidenced and secured, respectively, by the aforesaid note and trust deed; that it has a good right to sell and convey the same; that the present unpaid principal balance of the indebtedness evidenced by the aforesaidn note is the sum of One Hundred Thousand Thirty-Seven One Hundred Ninty-Four and no/100 ($137,194.00), and that interest has been paid through the 9th day of May, 1975.

IN WITNESS WHEREOF, SOUTHAVEN LAND COMPANY, INC. has caused this instrument to be executed by its duly authorized officers, on this the day and year first above written.

ATTEST:
By: James E. Buchanan
Title Secretary

SOUTHAVEN LAND COMPANY, INC.
By: Fred E Jones
Title President

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, at Memphis, Tennessee, Fred E. Jones and James E. Buchanan, who acknowledged themselves to be, respectively, the President and Secretary of Southaven Land Company, Inc., a corporation, and as such officers duly authorized and empowered to execute the above instrument for and on behalf of the said Southaven Land Company, Inc., and that they signed, sealed and delivered the same as the act and deed of the said Southaven Land Company, Inc., on the day and year therein mentioned and for the purposes therein specified.

GIVEN under my hand and seal of office, at Memphis, Tn, on this the 9th day of May, 1975.

NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES SEPT. 22, 1976

Notary Public

STATE OF MISSISEIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book L85 Page 489 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

39.200089

AUTHORITY TO CANCEL

Lot 1244

TO: CHANCERY CLERK

DE SOTO COUNTY

HERNANDO, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by

REEVES-WILLIAMS, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date January 28th, 19 75, and duly recorded in Book 183 at Page(s) 91 of your records.

WITNESS the signature of the corporation, this the 7th day of May, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems
W. S. Weems, Senior Vice President

ATTEST:
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 7th day of May, A.D., 19 75.

Carrie D Sallis
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 491 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DE SOTO COUNTY

HERNANDO, 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 June 11th, 19 74, and duly recorded in Book 176 at Page(s) 370 of your records.

WITNESS the signature of the corporation, this the 5th day of May, A.D., 19 75.

(SEAL)

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

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 5th day of May, A.D., 19 75.

Carrie M. Sallis
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 1 o'clock 30 minutes P. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 492 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
212 PAGE 146
THIS 31 DAY OF May 1977
H. D. Ingram
CHANCERY CLERK

493

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between PATSY WOODS

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.

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

SIX HUNDRED TWENTY THREE AND 28/100 ---------- DOLLARS

($ 623.28) 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 maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in twenty four (24) equal monthly installments of $25.97 each, the first being due June 10, 1975 and each 10 th day of each month thereafter until paid in full.

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

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

DeSoto County

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

Beginning at the northeast corner of Section 35, Township 1 South, Range 6 West in DeSoto county, Mississippi (being at the intersection of Goodman Road and Bethel Road); thence south 4 degrees 27' 57" east along the east line of said Section 1,319.75 feet to a point; thence south 84 degrees 35' 01.6" west40 feet to a point in the west line of Bethel Road; thence south 4 degrees 27' 57" east along the west line of Bethel Road 268.93 feet to a point being the point of beginnin; thence south 4 degrees 27' 57" east along the west line of Bethel Road 134.47 feet to a point; thence south 84 degrees 35' 01.5"W/ 484.19 feet to a point; thence south 4 degrees 27' 57" east 94.60 feet to a point; thence south 85 degrees 33 feet 37.7" west 1,478.71 feet to a point; thence north 2 degrees 24' 14" west 161.63 feet to a point; thence north 85 degrees 28' 40.5" east 1,472.89 feet to a point; thence north 4 degrees 27' 57" west 65.49 feet to a point; thence north 84 degrees 35' 31.4" east 484.18 feet to the point of beginning. Containing 305,062.016 sq ft or 7.0 acres

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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 885 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

Second. The grantor will at all times during the continuance of this deed of trust keep the 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 April 19 75

Patsy 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 Patsy Woods

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 28th. day of April 19 75

My Commission Expires: May 18, 1976

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. 12 day of May 1975, and that the same has been recorded in Book 185 Page 493 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

496

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILLIAM LARRY DOYLE AND WIFE PATRICIA E. DOYLE

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

ELEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS AND 56/100---------- DOLLARS

($ 11,350.56) evidenced by A promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of SIX per centum per annum after MATURITY, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

DUE AND REPAYABLE IN FORTY EIGHT (48) EQUAL MONTHLY INSTALLMENTS OF $236.47 EACH WITH THE FIRST PAYMENT BEING DUE ON THE 5th. day of June, 1975 AND ON THE 5th. DAY OF EACH MONTH THEREAFTER UNTIL NOTE IS PAID IN FULL.

CANCELLED BY AUTHORITY RECORDED IN BOOK 236 PAGE 498
THIS 12 DAY OF Jan 19 79
H. B. Ferguson
CHANCERY CLERK

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 26, SECTION C, A.E. ALLYSON SUBDIVISION, IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 47 AND 48 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Copyright Mississippi Bankers Association

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, of 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 convenant 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.

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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 21st day of March 19 75

NOTARY PUBLIC

WILLIAM LARRY DOYLE

PATRICIA E. DOYLE

Patricia E. Doyle

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 LARRY DOYLE AND PATRICIA E. DOYLE 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 21st day of April 1975

My Commission Expires: May 18, 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 496 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 195 Page 416 This the 26 day of Jan 19 76

Assignment of this Instrument Recorded in Real Estate T/D Book No. 186 Page 206 This the 30 day of Dec 19 75

499

VA Form 26-6322 (Home Loan) Revised December 1968. 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 31st day of January, 19 75, by and between

Malcolm E. Holmes, Jr., and wife, Patsie Marie Potter Holmes

, hereinafter called the Grantor;

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

Wortman and Mann, Inc.

and existing under the laws of the State of Mississippi , a corporation organized post-office address at P.O. Box 1571, 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 968, Section "E" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 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 theunpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that shoul d this security instrument or note secured hereby be determined ineligible for guarnaty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any office nor authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument been deemed conclusive proof of such ineligibility), the preseent holder of the note secured hereby or any subsequent holder thereof, may at its options , declare all notes secured hereby immediatey 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;

Recorded in T/D Book 726 April 1986 Chancery Clerk D.S.

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. 1991
W. E. Davis Clerk
by N. Graham, D.C.

500

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 1st 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Malcolm E. Holmes, Jr.

Patsie Marie Potter Holmes

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me Dudley B. Bridgforth, Jr. 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 t he y 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.

Notary Public

My Commission Expires:
September 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 499 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $5.00 pd.

H. H. Ferguson, CLERK

VOID

503

VA Form 26-5422a (Direct Loan)
Jan. 1973, Servicemen's Readjustment
Act (38 U. S. C. A. 694)

MISSISSIPPI

PURCHASE-MONEY

DEED OF TRUST NOTE

$ 27,500.00

Southaven, Mississippi.
May 7, 1975.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of the Administrator of Veterans' Affairs, an Officer of the United States of America, and his successors in such office, as such, and his or their assigns, the principal sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED Dollars ($ 27,500.00), with interest from date, at the rate of EIGHT & ONE-HALF per centum (8½ %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of TWO HUNDRED ELEVEN & 46/100 Dollars ($211.46), commencing on the FIRST day of JUNE, 1975, and continuing on the FIRST day of each month thereafter until this note is 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 MAY 2005.

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.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice, at the option of the holder of this 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. In the event of default in the payment of this note, and if the same is collected by an attorney at law, the undersigned agree(s) to pay all costs of collection, including an attorney's fee of TEN per centum (10 %) of the amount then owing on this note.

This note is secured by Deed of Trust of even date executed by the undersigned on certain property described therein and represents money actually used for the acquisition of said property or the improvements thereon.

Demand, protest and notice of demand, protest and nonpayment are hereby waived.

Burl C. Cox
BURL C. COX

Rilla Mae Cox
RILLA MAE COX

THIS IS TO CERTIFY that this is the note described in and secured by the Deed of Trust of even date herewith in the same principal amount as herein stated to J. M. BAILEY Trustee(s), and secured by real estate situated in DESOTO County, State of Mississippi.

Dated this 7th day of May, 1975

Nadine Kuselk
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. 12 day of May 1975, and that the same has been recorded in Book 185 Page 503 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 4.00 pd.

SEAL H. D. Ferguson, CLERK

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R E L E A S E

In consideration of the full payment of all indebtedness secured by said trust deed, the undersigned hereby releases and discharges the lien of the trust deed executed by

ANNIE G. MARLIN

dated the 20th day of September, 1975, and recorded in Book 91, page 629, of the records in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Clerk of the Chancery Court of said DeSoto County is hereby authorized and directed to refer to this release by proper notation on the margin of said trust deed as the same appears of record in his office.

Witness my signature, on this 9Th day of May, 1975.

Stanton Abernathy
STANTON ABERNATHY

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

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

STANTON ABERNATHY

who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and Notarial Seal, this 9Th day of MAY, 1975.

J M Ashe Clerk
Mary Farrell DC
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. 12 day of May 1975, and that the same has been recorded in Book 105 Page 504 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.
Fees $2.50 pd.
SEAL H. H. Ferguson, CLERK

505

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Hugh Dancy

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

bearing date the 1st day of April 19 74, made and executed by John L. Snyder and wife,

Cozette Snyder of Memphis, Tennessee 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. 173 on page 264

of the Record of Trust Deeds, on the 1st day of April A. D. 19 75 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.

Hugh Dancy

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, notary public

in and for County and State aforesaid Hugh Dancy who acknowledged that he signed and

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

Given under my hand and seal of office this 9th day of May A. D. 19 75

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 40 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 505 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12 day of May 1975.

Fees $ 7.50 pd.

SEAL H. L. Ferguson, CLERK

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RELEASE OF DEED OF TRUST

To The Clerk of The
Chancery Court of
Desoto County
State of Mississippi

You are hereby authorized and directed to satisfy and cancel of record in your office the Deed of Trust executed by:

W. W. Kerr

For the use and benefit of:

The Peoples Bank & Trust Company, Tupelo, MS

On the 20 day of July, 19 72, and recorded in Trust Deed Book 145, Page 393, of the records of your office.

On the ~~_____~~ day of ~~_____~~, 19~~____~~, and recorded in Trust Deed Book ~~_____~~, Page ~~_____~~, of the records of your office.

On the ~~_____~~ day of ~~_____~~, 19~~____~~, and recorded in Trust Deed Book ~~_____~~, Page ~~_____~~, of the records of your office.

The indebtedness secured by said Deed of Trust was not assigned to any one and has been fully paid to the undersigned.

Witness my signature on this the 29th day of April, 19 75.

THE PEOPLES BANK & TRUST COMPANY

Fulton Thompson

First Vice President

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
County of Lee

Personally appeared before me, the undersigned authority in and for said County and State, Fulton Thompson, who acknowledged that he signed and delivered the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

My Commission expires Jan. 18, 1978.

Notary Public

STATE OF MISSISSIPPI
County of _____

I, _____, Clerk of the Chancery Court of _____ County, do hereby certify that the within Power of Attorney to cancel Deed of Trust was filed for record in my office on the _____ day of _____, at _____ o'clock _____ M., and the same, together with the certificate of acknowledgement, is now duly recorded in Book _____, Page _____, of the record of deeds in my office.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 12 day of May 1975, and that the same has been recorded in Book 185 Page 506 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12 day of May 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
286 PAGE 724
THIS 26 DAY OF Aug. 19 82
N.B. 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

PERCY RICHARDSON and wife, MINNIE P. RICHARDSON,

of the first part, hereinafter designated as the Grantor,

Boyce Lee Garner, Trustee, of the second part, hereinafter designated as Trustee, and

ELOISE P. GARNER,

of the third part, hereinafter designated as the Beneficiary.

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

FIVE HUNDRED AND NO/100 -DOLLARS

($ 500.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six (6) per centum per ------ annum after 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 seven (7) months after date, being December 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 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.)

Copyright Mississippi Bankers Association

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(Description of Property)

Being a part of the Southwest Quarter of Section 17, Township 2, Range 7 West, DeSoto County, Mississippi, described as: BEGINNING at a point in South line of Section 17, Township 2, Range 7 West, said point being 128.04 feet East of Southwest Corner of said section; thence North 5° 45' West 446.16 feet to an iron pin; thence North 84° 30' East 122.94 feet to an iron pin; thence South 5° 45' East 444.96 feet to a point in South line of said section; thence South 83° 56' West along said South line 122.94 feet to the Point of Beginning and containing 1.24 Acres, more or less. All bearings are magnetic. Said 1.24 Acres being a part of the land conveyed by J. D. Brown to Sam Richardson, et ux by Warranty Deed dated October 8, 1954, recorded in Book 40, Page 554 of the deed records of DeSoto County, Mississippi; and being the same land Sam Richardson, et ux conveyed by Warranty Deed to Percy Richardson as recorded in Book 66, Page 17 in said records.

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 12th day of May, 19 75.

Percy Richardson
Percy Richardson

Minnie P. Richardson
Minnie P. Richardson

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 PERCY RICHARDSON and wife, MINNIE P. RICHARDSON, 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 12th day of May, 1975.

My Commission Expires: June 3 1979
My Commission Expires April 3, 1979

Martha B Hayes
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 507 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of May 1975.

Fees $ 3.00 pd

W. O. Ferguson, Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 266 PAGE 554 THIS 4 DAY OF Dec. 1980
CHANCERY CLERK.

T R U S T D E E D

THIS INDENTURE, made this the 5th day of May, 1975, between SHELLY I. SMITH, 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 FOUR THOUSAND FIVE HUNDRED FIVE and 76/100 DOLLARS ($4,505.76), which includes principal and interest, repayable in 36 equal monthly installments of $125.16 each, beginning June 18, 1975, and due the 18th day of each subsequent and succeeding month until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 Arthur E. Huggins, 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, State of Mississippi:

Lot 2055, Section I, in Southaven West Subdivision on Section 23, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 3, Pages 42 and 43, 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 119, Page 612, 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 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 onefided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS my signature this the 5th day of May, 1975.

Shelly I. Smith

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Shelly I. Smith, who did 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 seal of office, this the 5th day of May, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 510 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, [illegible] IN BOOK
443 PAGE 121
THIS 21 DAY OF July 19 88
WE Dours by KCole D.C.
Chancery Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book 511
No. 187 P. 598
This the 11 day of July 1975
H. D. Tarpley Clerk

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1816, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of May , 1975 , by and between

HARRY L. MOHLER, also known as Harry Louis Mohler, and wife, VENDA L. MOHLER

, hereinafter called the Grantor; W. D. Galbreath and J. J. Heflin, Jr., , hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC., , a corporation organized and existing under the laws of the State of Tennessee , having its principal office and post-office address at 100 North Main, in Memphis, Tennessee , 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 464, Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on Plat 2, Revised, Pages 14, 15 and 16, of record in the office of the Chancery Court Clerk, DeSoto County, Mississippi. Being all and the same property conveyed to Charles Costilow and wife, Margaret Costilow, by Warranty Deed of record in Book 85, Page 448, in said Clerk's Office.

To include wall to wall carpeting and two (2) storage sheds.

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 filed for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenants, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenants and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 60 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

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;

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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-Three Thousand Five Hundred & no/100 Dollars ($ 23,500.00), with interest from date at the rate of Eight and one-half per centum (8 1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc., 100 North Main, 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 & 72/100 Dollars ($ 180.72), commencing on the first day of June, 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 May, 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 lieu, 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Harry L. Mohler

Harry L. Mohler, also known as Harry Louis Mohler

Venda L. Mohler

Venda L. Mohler

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named Harry L. Mohler, a/k/a Harry Louis Mohler, and Venda L. Mohler, 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 6th day of May, 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 9 o'clock
30 minutes A. M. 13 day of May 1975, and that the same has been
recorded in Book 185 Page 511 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of May 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 538
THIS 4 DAY OF November 19 75
H. D. Ferguson
CHANCERY CLERK

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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 JOHN W. DEVER AND WIFE, SUE V. DEVER

of the first part, hereinafter designated as the Grantor,

James W. Amos 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 FIVE THOUSAND SEVEN HUNDRED TWENTY ONE AND 48/100---------- DOLLARS ($ 5,721.48) 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 8th day of November, 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:

TRACT 1: 1.85 acres in the North Half of the Southeast Quarter of Section 12, Township 2, Range 7 West, described as beginning at an iron pin in the Southwest corner of the North Half of the Southeast Quarter of said Section 12; thence North 85 degrees 00 minutes East along the South line of said North Half 420.2 feet to an iron pin in the West right-of-way of a county road; thence Northwesterly along said right-of-way 632.0 feet to an iron pin; thence South 6 degrees 30 minutes East 447.2 feet to the point of beginning, containing 1.85 acres, more or less, all bearings magnetic as shown by the survey of J. E. Lauderdale, C.E., dated May, 1960, together with all improvements and appurtenances thereunto belonging.

Copyright Mississippi Bankers Association

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TRACT 2: Part of the Southwest Quarter of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi, described as commencing at the Northeast Corner of the Southwest Quarter of Section 12, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence South 0 degrees 30 minutes East 844.77 feet along the East line of said Quarter Section to the point of beginning; thence South 05 degrees 30 minutes East 463.93 feet to an iron pin; thence North 14 degrees 13 minutes West 108.71 feet to an iron pin; thence North 08 degrees 31 minutes West 180.41 feet to an iron pin; thence North 03 degrees 30 minutes West 210.47 feet to an iron pin; thence South 33 degrees 31 minutes East 39.66 feet to an iron pin being the point of beginning, said tract containing 0.21 acres, more or less. 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 convenant 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.

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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 9th day of May, 1975.

John W. Dever

Sue V. Dever

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 W. Dever and wife, Sue V. Dever 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 9th day of May, 1975.

Betty L. Hellwald
Notary Public

My Commission Expires:
My Commission Expires Feb. 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 20 minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 515 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of May 1975.

Fee $ 5.00 pd

W. B. Turnage, Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
191 PAGE 302
THIS 30 DAY OF Sept. 1975
H. D. Ferguson
CHANCERY CLERK

518

Deed of Trust

THIS INDENTURE, this day made and entered into between RONALD G. RAINEY and wife, JOY E. McKIBBEN RAINEY of the first part, hereinafter designated as the Grantor, SECURITY TITLE COMPANY, INC., of the second part, hereinafter designated as Trustee, and REX ESSARY 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 One Hundred Fifty and No/100---------- ($ 3,150.00) 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 Memphis, Tennessee 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 -- per cent., principal and interest payable as follows: Three Thousand One Hundred Fifty and No/100 Dollars due on or before 5 months from date.

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebtedness 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 Southaven, County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

Lot 104, 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 Court Clerk of said County.

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 of 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.

10. This property is encumbered by a First Deed of Trust to National Mortgage Company.

520

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 accured 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 2nd day of May, 19 75

Ronald G. Rainey

Joy E. McKibben Rainey

STATE OF MISSISSIPPI

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Ronald G. Rainey and w/f, Joy E. McKibben Rainey 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 2nd day of May, 19 75

Notary Public

L. Wade Harrison, Jr.

My Commission Expires: 12-13-76

STG# 31491

This instrument was prepared by:
Wade Harrison, Jr. Attorney
5575 Poplar Ave., Suite 714
Memphis, Tennessee 38117

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
~~A.~~ M. 13 day of May 1975, and that the same has been
recorded in Book 185 Page 518 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of May 1975.

Fees $8.00 pd.

D.C. J. H. Ferguson, Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 521
283 PAGE 588
THIS 20 DAY OF May 19 82
CHANCERY CLERK

This Indenture, made by and between Donald E. Fields and wife Gwynn Fields, 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 744, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 19-22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $ 10,174.92 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 One Hundred Twenty One and 13/100 Dollars ($121.13) each; first of said installments being due and payable on May 18, 1975 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 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 18 day of April 19 75

Donald E. Fields

Gwynn Fields

522

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

Donald E. Fields and wife Gwynn Fields, parties

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 18 day of April 1975

Mark E. Lucas
Notary Public.

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ~~ma~~ minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 521 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of May 1975.

Fees $3.50 pd.

SEAL H. G. Ferguson, CLERK

MEMPHIS TITLE
DIVISION OF ST. PAUL TITLE

TRUST DEE

FROM
Donald E. Fields & wife
Gwynn Fields
TO
Jack H. Patrick
FOR THE USE OF
Commercial & Industrial

STATE OF MISSISSIPPI
County of Desoto

I [illegible]
of the Chancery Court and ex-officio Rec
County and State aforesaid, do hereby ce
within instrument of writing was filed for
office on the 13 day of May
A.D. 1975 at 10 o'clock A. M.
this day duly recorded in Trust Deed Record
Page

WITNESS my hand and official seal, th
day of

TITLE INSURANCE is the only
protection against real estate ti

MTC form 0017

This Instrument was prepared by

Jack H. Patrick, Vice Pres.
Commercial and Industrial Bank
Memphis, Tennessee

This Indenture, made by and between William Martin Tucker and wife, Linda Jean C. Tucker, parties

party of the first part, Jack H. Patrick

Commercial and Industrial Bank party of the second part, as Trustee; and

party of the third part, WITNESSETH:

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

Lot 2425, 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.

This conveyance is made in trust, however, to secure the payment of $ 12,241.20 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 Two Hundred Four and 02/100 Dollars ($204.02) each; first of said installments being due and payable on May 23, 1975 and one of such installments on the 23rd of each month thereafter until said debt is paid in full.

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

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness 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 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 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 amounts 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 24th day of April 1975

William Martin Tucker

Linda Jean C. Tucker

CANCELLED BY AUTHORITY RECORDED IN BOOK 221 PAGE 611
THIS 10 DAY OF Feb 1978
H. D. Ferguson
CHANCERY CLERK

524

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
20 minutes A. M. 13
day of May 19 75 and that the
same was recorded in Book No.
Page records of
Trust Deeds of said County.
Witness my hand and seal this
day of 19
Clerk

STATE OF Tennessee
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

William Martin Tucker and Linda Jean C. Tucker

who acknowledged that t he V 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 24th day of April 19 75

Notary Public

MY COMMISSION EXPIRES JAN. 25, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A. M. 13 day of May 1975, and that the same has been
recorded in Book 185 Page 523 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of May 1975.
Fees $3.50 pd.

SEAL H. P. Ferguson, CLERK

MEMPHIS TITLE
DIVISION OF ST. PAUL TITLE

TRUST DE

FROM
William Martin Tuck

Linda Jean C. Tucke
TO
Jack H. Patrick
FOR THE USE OF
Commercial & Indust

STATE OF MISSISSIPPI
County of

I,
of the Chancery Court and ex-officio
County and State aforesaid, do here
within instrument of writing was file
office on the 1 day of
A.D. 19 75 at 9:15 o'clock A
this day duly recorded in Trust Deed
Page 227
WITNESS my hand and official
1 day of

TITLE INSURANCE is the
protection against real e

MTC form 0017

525

CANCELLED BY AUTHORITY RECORDED IN BOOK
249 Page 581
This 29 day of Sept 19 79
D.D. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

SECOND
PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of $10.00, cash in hand paid by John L. Kennedy, Trustee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

3.396 acres in Section 22, Township 2, Range 6 West, DeSoto County, Mississippi; Being Farm 13 of Lewisburg Farms as recorded in Plat Book 10 page 42, 43 and 44 of DeSoto County, Mississippi; in the office of the Chancery Clerk of said county and State.

IN TRUST to secure our promissory note of even date in the sum of $2,296.92 with interest after date at the rate of 8% per annum, and payable to Marty E. Turner and Dallie J. Turner in monthly installments of $ 27.91, the first being due on the 1st day of June 1975 and a like installment on the 1st day of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collections charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installemnt of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the 5th day of May 1975.

Alex Harris, Jr.

Rita Harris

STATE OF MISSISSIPPI
COUNTY OF DESOTO
Personally appeared before me, the undersigned authority in and for said County and State, the within named Alex Harris, Jr. and Rita Harris whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.
Witness my hand and seal of office this the 5th day of May 1975.

(S E A L)

My Commission Expires:

James H. Ecue
Notary Public

My Commission Expires March 13, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 525 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of May 1975.

fees 2.50

D.D. Ferguson, Clerk

526

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 7th day of July 1972, made and executed by Eb W. Smith and Patricia J. 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 144 on page 575 of the Record of Trust Deeds, on the 7th day of July 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 the said instrument and that this order be recorded in the records of said County also as provided by law. This the 12th day of May, 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 so do.

Given under my hand and seal of office this 12th day of May A. D. 1975

My Commission Expires:
My Commission Expires June 7, 1978
Notary Seal

Elois M. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock AM minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 526 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of May 1975.

Fees $2.50 pd.

SEAL H. H. 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 Alma E. Smith

of Walls, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 25th day of October 19 74, made and executed by Billy W. Huckaby, et ux

to

of to

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi

County, in the State of Mississippi in Real Estate Trust Deed Record No. 181 on page 60

of the Record of Trust Deeds, on the 29th day of October A. D. 19 74, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Alma E Smith

Alma E. Smith

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public

in and for County and State aforesaid Alma E Smith who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned

Given under my hand and seal of office this 13th day of May A. D. 1975

Carol J Bothune

Notary Public

MY COMMISSION EXPIRES
MARCH 14, 1979

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 May 1975, and that the same has been recorded in Book 185 Page 527 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of May 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

528

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That William W. Kerr, President

of Peoples Bank and Trust, Olive Branch, Miss., the beneficiary, does hereby certify that a certain trust deed bearing date the 10th. day of September, 19 73, made and executed by R. J. McCammon and wife, Ruby B. McCammon 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. 165 on page 458 of the Record of Trust Deeds, on the 13th. day of September, 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, DeSoto County. } ss.

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 Peoples Bank and Trust 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 9th. day of May A. D. 19 75

Aurelia B. Jones

Notary Public

MY COMMISSION EXPIRES MAY 16, 1976

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 20 minutes A. M. 13 day of May 1975, and that the same has been recorded in Book 135 Page 528 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T.D. Book 529
No. 188 Page 382
This the 30 day of July 1975
H. L. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T.D.
No. 208 Page 570
This the 22 day of Jul 1977
H. L. Ferguson Clerk

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

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.

D-35010-SR

THIS DEED OF TRUST, made and entered into this 2nd day of MAY, 1975, by and between

HOWARD L. GEORGE AND WIFE, KATHERINE S. GEORGE

, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118, 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 1245, 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 Cove West 110 feet westwardly fromthe point of intersection of said north line and the west line of Forest Gate Road; thence northwardly 90 feet parallel with the west line of Forest Gate Road to a point, the southwest corner of lot 1244; thence eastwardly 110 feet with the south line of lot 1244 to a point in the west line of Forest Gate Road; thence southwardly 70 feet with the west line of Forest Gate Road to a point of curvature to the right with an internal radius of 20 feet; thence 31.42 feet following said curvature to the right to a point of tangency with the north line of Fair Meadow Cove West to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JANUARY 29, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

and existing under the laws of NATIONAL MORTGAGE COMPANY a corporation organized
of a certain promissory note of even date herewith in the principal sum of STATE OF TENNESSEE, the payment
SEVEN HUNDRED FIFTY AND NO/100-------- Dollars ($ 24,750.00---), 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
SEVEN AND 46/100-------- Dollars ($ 177.46-------), commencing on the first day of
JUNE, 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 MAY, 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.

Real Estate T.D. Book 357
No. 241 Page 315
This the 19 day of April 1972
H. L. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
211 PAGE 315
THIS 10 DAY OF May 1977
H. L. Ferguson
CHANCERY CLERK

530

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (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 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 *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 concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Howard L. George
HOWARD L. GEORGE

Katherine S. George
KATHERINE S. GEORGE

STATE OF ~~MISSISSIPPI~~ *TENNESSEE*
COUNTY OF *SHELBY* } S.S.:

Personally appeared before me *Lori Lunday*, the undersigned *Notary public* in and for the said County, the within named *HOWARD L. GEORGE* and *KATHERINE S. GEORGE*, 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 *2nd* day of *MAY*, 19 *75*.

My Commission Expires Oct. 18, 1977

Lori Lunday

STATE OF MISSISSIPPI
COUNTY OF *DeSoto* } S.S.:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at *1* o'clock *45* minutes *P.* M. *13* day of *May* 1975, and that the same has been recorded in Book *185* Page *529* records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the *14* day of *May* 1975.

Fees $*5.00* pd.

SEAL *H. L. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 190 PAGE 576
THIS 18 DAY OF Sept. 1975
H. L. Ferguson
CHANCERY CLERK

532

FOR REAL ESTATE, CHATTEL OR BOTH

Archie Tyler, Jr., et ux, Catherine Tyler.

To { DEED OF TRUST
The Hernando Bank, Hernando, Mississippi

THIS INDENTURE, Made this 13th day of May 19 75
between Archie Tyler, Jr. and his wife, Catherine Tyler, Parties of the first part, and The Hernando Bank, Hernando, Mississippi, 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 Five Thousand Dollars ($5,000.00), evidenced by their one joint note of even date with this instrument for said amount and due on or before August 13, 1975, and bearing ten (10) percent interest per annum from date until paid,

and any further amount that the party of the second part may furnish the party of the first part prior to August 13, 1975, not to exceed $5,000.00 additional advances, and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by F. C. Holmes, Jr. Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

Three (3) acres, situated in the Northwest Quarter of Section Two (2), Township Three (3), Range Eight (8) West, and more particularly described as follows, to-wit:

Commencing at a point 821.8 feet South of the Northeast corner of the Northwest Quarter of said Section 2, on the Banks and Co. west line; thence South 85 degrees 28 minutes 00 seconds West 241.26 feet along the South line of the Archie Tyler, Jr. lands, FOR THE POINT OF BEGINNING OF SAID 3 ACRE TRACT; thence South 85 degrees 28 minutes 00 seconds West 463.44 feet along the South line of said Tyler tract to a point in the center line of Pine Tree road; thence North 36 degrees 32 minutes 00 seconds West 115.30 feet along said road center line to a point;; thence North 44 degrees 26 minutes West 83.92 feet along said road center line to a point; thence North 67 degrees 15 minutes 42 seconds East 145.60 feet to a point; thence North 69 degrees 39 minutes 39 seconds East 218.29 feet to a point; thence North 77 degrees 19 minutes 39 seconds East 232.36 feet to a point; thence South 4 degrees 32 minutes 00 seconds East 300 feet to the point of beginning, and as said lands are shown by survey plat of J. E. Lauderdale, C. E. dated September 16, 1974, and with said lands being part of the 10 acre tract conveyed to First Parties by Edward Lois Brown and wife by Warranty Deed dated April 10, 1973, and of record in Book 110, Page 39 of the Deed Records of said County, and together with the dwelling house now being constructed upon said lands.

This trust deed secures funds being advanced for construction purposes of said dwelling house and is a first and paramount lien against said lands, and against said dwelling house.

First Parties further understand and agree that they are to keep said dwelling covered by builders' risk insurance in amounts satisfactory with Second Party and with said insurance 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 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 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.

Archie Tyler, Jr.

Catherine Tyler

Witness

Witness

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Archie Tyler, Jr. and his wife, Catherine Tyler,

who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of May 19 75

My Commission Expires:
My Commission Expires Jan. 7, 1978

(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 4 o'clock 20 minutes P. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 532 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK ERROR
211 PAGE 315
THIS 10 DAY OF May 1977
W. D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate TD 533
No. 187 Page 123
This the 23 day June 19 75
W. D. Ferguson Clerk

D-34979 g1

VA Form 26-6322 (Home Loan)
Revised December 1962. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

PREPARED BY
MORRIS WHITMAN TITY
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 9th day of MAY , 19 75 , by and between

LARRY WAYNE PHILLIPS AND WIFE, MARY L. PHILLIPS

, 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 property, situated in the County of DESOTO , State of Mississippi, to wit:

Lot 731, Section B, South Half and Section East of Cow Pen Creek, DESOTO VILLAGE, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16through 21, in the Office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:
Beginning at a point in the west line of Tulane Road 90 feet southwardly from the point of intersection of said west line and the south line of Fair Meadow Drive, said point of beginning being also the northeast corner of lot 550; thence westwardly 120 feet with the north line of lot 550 to a point; thence northwardly 90 feet parallel with the west line of Tulane Road to a point in the south line of Fair Meadow Drive; thence eastwardly 100 feet with the south line of Fair Meadow Drive to a point of curvature to the right with an internal radius of 20 feet; thence 31.42 feet following said curvature to the right to a point of tangency with the west line of Tulane Road; thence southwardly 70 feet with the west line of Tulane Road to the point of beginning.
As per survey by ACME ENGINEERING SERVICE, dated March 11, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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
1066 PAGE 110
THIS 18th DAY OF Dec, 1998.
W. E. Davis
CHANCERY CLERK
by D. Blankenship

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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 EIGHT THOUSAND AND NO/100---------- Dollars ($28,000.00----), with interest from date at the rate of SEVEN AND 3/4----- per centum (7&3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD, in MEMPHIS, TENNESSEE 38118 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED AND 76/100------- Dollars ($ 200.76-----), commencing on the first day of JUNE , 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 MAY , 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) the day and year herein first written above.

Larry Wayne Phillips
LARRY WAYNE PHILLIPS

Mary L Phillips
MARY L. PHILLIPS

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me Albert J Lehman, the undersigned Notary public in and for said County, the within named LARRY WAYNE PHILLIPS and MARY L. PHILLIPS, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 9th day of MAY, 19 75.

Albert J Lehman

My Commission Expires April 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 533 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of May 1975.
Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 378
This the 30 day of July 1925
H. L. Ferguson Clerk

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D-22923 gl

DEED OF TRUST

4041 Bright Arnold Road
Memphis, Tenn. 38118

THIS DEED OF TRUST is made this 2nd day of MAY, 19 75, among the Grantor, PHILLIP M MOORE AND WIFE, CAROLE LYNN MOORE (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 38118 (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 558, Section C, Revised, GREENBROOK SUBDIVISION, in Section 19, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 11, Pages 13 and 14, 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 April 25, 1975.

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 THREE 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 MAY 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1004 PAGE 456.
THIS 4 DAY OF June, 1998.
W. E. Davis
By M. Calvin, DC CHANCERY CLERK

Nationsfane Mtg Corp
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T/D BOOK
NO. 1004 PAGE 455
THIS THE 4 DAY OF June, 1998.
W. E. Davis
By M. Calvin, DC CHANCERY CLERK

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

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.

Phillip M. Moore
PHILLIP M. MOORE —Borrower

Carole Lynn Moore
CAROLE LYNN MOORE —Borrower

5850 WOODBINE DRIVE

SOUTHAVEN, MISSISSIPPI
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 PHILLIP M. MOORE AND WIFE, CAROLE LYNN MOORE 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 2nd day of MAY, A.D., 19 75.

My Commission expires:

Lou Lundergan
Notary Public

My Commission Expires Oct. 18, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 1 o'clock and
45 minutes P. M. 13 day of May 1975, and that the same has been
recorded in Book 185 Page 537 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of May 1975.
Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

Attempted
CANCELLED BY AUTHORITY, RECORDED IN BOOK
1224 PAGE 49
THIS 26 DAY June, 2000.
W. E. Davis
By M. Calvin, DC CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate Trust Book 541
No. 186 Page 641
This the 29 day of June 19 75
W. D. Ingram Clerk

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

DEED OF TRUST

D-22644-SR

THIS DEED OF TRUST is made this 23rd day of APRIL, 19 75, among the **Grantor,** WILBERT L. MOODY & WIFE, LINDA J. MOODY (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 1010, SECTION E, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 9, pages 44 & 45, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED MARCH 25, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow account hereby for the part of the Holder of the indebtedness for interest thereon and as it used in pursuant of said insurance when due and payable. If [illegible] be changed at any time by Holder or any said insurance provide with law and payable, the [illegible] of said policy.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY SEVEN THOUSAND TWO 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 MAY 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.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1241 PAGE 431
THIS 28th DAY OF August, 2000
W. E. Davis
CHANCERY CLERK
by: P. Mackey DC

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1237 PAGE 515
THIS 14th DAY OF August, 2000
W. E. Davis
CHANCERY CLERK
by: P. Mackey DC

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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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.

Wilbert L. Moody
WILBERT L. MOODY —Borrower

Linda J. Moody
LINDA J. MOODY —Borrower

2553 OLD FORGE ROAD

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 WILBERT L. MOODY AND WIFE, LINDA J. MOODY who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 23rd day of APRIL, A.D., 1975.

M. Wolfe
Notary Public

My Commission expires:

My Commission Expires July 9, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
45 minutes P. M. 13 day of May 1975, and that the same has been
recorded in Book 185 Page 541 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1945 49
THIS 15 March 2004
W E Davis
By M. Cain, D.C. CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 222 Page 542
This the 20 day of March 19 78
H. G. Ferguson Clerk

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VA Form 26-5422 (Direct Loan)
Revised March 1974
Section 1811, Title 38 U. S. C.

MISSISSIPPI

PURCHASE-MONEY

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of May, 19 75, by and between

BURL C. COX and his wife, RILLA MAE COX,

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, 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 3, Riviera Estates Subdivision, located in the Town of Hernando, in Section 13, Township 3 South, Range 8 West, DeSoto County, Mississippi; as shown on plat recorded in Plat Book 10, Page 26 in the office of the Chancery Clerk of said County, to which plat reference is made for a more particular description.

West Coast Mtg Co
real estate T/D
RS1 649
27 Aug 76
10 E Davis
by B. Cleveland DC

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;

Bailey Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate BOOK
NO. 749 PAGE 561
THIS THE 28 DAY OF Feb 19 95
W.E. Davis
CHANCERY CLERK
By M. Taylor D.C.

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 489 Page 100
This the 30th day of Oct. 19 89
W. E. Davis Clerk
by D. Taylor, D.C.

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NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

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-SEVEN THOUSAND FIVE HUNDRED Dollars ($ 27,500.00), with interest from date at the rate of EIGHT & ONE-HALF per centum (8½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, 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 ELEVEN & 46/100 Dollars ($ 211.46), commencing on the FIRST day of JUNE , 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 MAY , 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 on the installment due date of each month until the note is fully paid as trustee (under the terms of this trust as hereinafter stated):

(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 hereby.

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, 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 as trustee apply, at the time of the commencement of such proceedings, or at the time the property is otherwise ac-

quired, 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 specified in the note first described above 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 specified in the note first described above, 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.

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness 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 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, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U.S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, 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.

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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.

Title 38, United States Code and the Regulations issued thereunder 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 and supplemented 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.

Burl C. Cox
BURL C. COX

Rilla Mae Cox
RILLA MAE COX

Rilla

STATE OF MISSISSIPPI,
COUNTY OF

Personally appeared before me , the undersigned authority in and for said County, the within named BURL C. COX and RILLA MAE COX , 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 May , 19 75.

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 35 minutes P. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 545 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Lot 464, Sec. B, Southaven s/d

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That Commercial Credit Plan, Inc. of Memphis, Tennessee, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 12th day of November, 1971, made and executed by Margaret Costilow and husband, Charles Costilow, 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. 135, Page 307, of the Record of Trust Deeds, on the 19th day of November, 1971, 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.

Riley

WITNESS my/our signature(s) this the 12 day of May, 1975.

ATTEST:

COMMERCIAL CREDIT PLAN, INCORPORATED

Lee Pearce
Lee Pearce, Loan Manager

By: W. G. McCaskill
W. G. McCaskill, Assist. Treasurer

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 W. G. McCaskill and Lee Pearce, who acknowledged that as Assist. Treasurer and Loan Manager, respectively, for and on behalf of and by authority of Commercial Credit Plan, Inc., they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 12 day of May, 1975.

My Commission expires: 9-28-76

David C. Little
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 549 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Lot 464, Sec. B, Southaven

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That Commercial Credit Plan, Inc. of Memphis, Tennessee, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 25th day of July, 1974, made and executed by Charles Costilow and wife, Margaret Costilow, 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. 178, Page 19, of the Record of Trust Deeds, on the 26th day of July, 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 12 day of May, 1975.

ATTEST: COMMERCIAL CREDIT PLAN, INCORPORATED

Lee Pearce
Lee Pearce, Loan Manager

By: W. G. McCaskill
W. G. McCaskill, Assit. Treasurer

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 W. G. McCaskill and Lee Pearce, who acknowledged that as Assist. Treasurer and Loan Manager, respectively, for and on behalf of and by authority of Commercial Credit Plan, Inc., they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 12 day of May, 1975.

My Commission expires: 4-21-76

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 13 day of May 1975, and that the same has been recorded in Book 185 Page 550 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

cancellation

CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 618
THIS 22 DAY OF Nov. 1977
W. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 753
THIS 31 DAY OF Oct. 1977
W. H. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST made and entered into this 6th day of May, 19 75, by and between Collen K. Myers and wife, Shirley A. Myers hereinafter called the Grantor(s); Warren Finch hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213 Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Five Thousand Forty Dollars and No/100 DOLLARS $5040.00 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 36 monthly installments of $ 140.00 each commencing on the 12th day of June, 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 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 District of DeSoto County, State of Mississippi, and more particularly described as follows, to wit:

Lot 2828, Sec. N, in Southaven West Subdivision on Sec. 26, Township 1, Range 8 as shown by the plat recorded in Plat Book 26 Page 8 & 9 in the Office of the Chancery Clerk of said county.

The grantors herein hereby convey to the grantees all their right, title and interest in and to the escrow account established in connection with the loan secured by deed of Trust recorded in Book 122, Page 171, in the Office of the Chancery Clerk of DeSoto County, Mississippi, payment of which Deed of Trust is hereby assumed by the grantees.

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.

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 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.

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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 possesion 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 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 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 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 convenant 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 convenant 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 cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore 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 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

Witness

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 Collen K. Myers and wife Shirley A. Myers 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 6th May day of A.D. 1975

My commission expires:

6/25/75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 14 day of May 1975, and that the same has been recorded in Book 185 Page 551 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 14 day of May 1975.

3.50

D. L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 236 PAGE 656 THIS 17 DAY OF Jan. 19 79
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Desoto

ACCOUNT # 40262-8

WHEREAS, Boyd Goodnight, Jr., and wife, Faye B. Goodnight

parties of the first part,

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC.,
Holder

party of the second part, in the sum of

Eleven thousand and eighty-eight and no/100
(Total Amount of Note / Total of Payments)

DOLLARS

($ 11,088.00) as evidenced by a promissory note dated May 12, 19 75.

with the Amount of Loan (Amount Financed) of ..... $ 6,026.09

Finance Charge (Precomputed Charges) of ..... $ 5,061.91

Annual Percentage Rate ..... 19.49 %

and due and payable in 84 installments of $ 132.00 each beginning June 12, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of 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.

[The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended: "Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a licensee under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-135, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

(a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars ($600.00);

(b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars ($600.00) but not greater than Eighteen Hundred Dollars ($1800.00);

(c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars ($1800.00) but not greater than Forty-five Hundred Dollars ($4500.00);

(d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars ($4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percentage rate of the finance charges does not exceed that permitted by this section."]

NOW, THEREFORE, We hereby sell, convey and warrant unto W. L. Sharpe, Attorney

of Corinth, Mississippi, as Trustee, the following described real property situated in Desoto County, State of Mississippi, to wit:

Lot 1540 Section E, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, page 27 and 28 in the office of the Chancery Court Clerk Desoto County, Mississippi.

TO HAVE AND TO HOLD the aforedescribed 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,

except for Bradley Mortgage, Jackson, Mississippi,

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 the county or counties of Mississippi in which the above-described real property is located, 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 said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; 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 therefore; 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.

Miss. D/T (7 - 74)

554

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 hereby secured 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 our signature(s), this the 12th day of May, 1975.

Witnesses:

Mary L. Mill

X Boyd Goodnight Jr.
X Faye B. Goodnight

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named

, who acknowledged before me that signed

and delivered the above and foregoing instrument of writing on the day and date therein mentioned as own act and deed.

Given under my hand and official seal, this day of , 19 .

Notary Public

My commission expires:
STATE OF MISSISSIPPI

AFFIDAVIT

COUNTY OF TATE

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named

Billy Lance

, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named Boyd & Faye B. Goodnight whose name(s) is (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that he, this deponent, subscribed his name as a witness thereto in the presence of the said Billy Lance on the day and year herein named.

Billy Lance

Sworn to and subscribed before me this the 13th day of May, 1975.

My commission expires: My Commission Expires Jan. 3, 1976

John L. Pierce Jr.
Notary Public

AFTER FILING, RETURN THIS DOCUMENT TO:
CITY FINANCE COMPANY OF MISSISSIPPI, INC.

Street Address or Post Office Box

City, State and Zip Code

ST Trustee , Clerk n named office on 25 the same dgment, ge ce. eal, this 19 , Clerk , D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 14 day of May 1975, and that the same has been
recorded in Book 185 Page 553 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $ 3.00 pd.

SEAL H. W. Ferguson, CLERK

555

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 779
THIS 28 DAY OF Feb 1977
D. D. Ferguson
CHANCERY CLERK

2.50

409348

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of $ 3,100 - , evidenced by a note executed by the undersigned and bearing date of 4-30-75, said loan representing costs of improvements on the following described property in DeSoto County, State of Mississippi, to-wit:

Lot No. 433 in Brook Hollow West subdivision. Subdivision plat recorded in plat book No. 8 page No. 3.

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: 4/30/75 5/5/75

Witness: Mark Otter — Signed: Billy L Carpenter

Witness: Lynn Arbuckle — Signed: Judy C Carpenter

STATE OF Tennessee) COUNTY OF Shelby)

On this the 5th date of May, 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Billy L Carpenter & Judy C Carpenter, 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 MY COMMISSION EXPIRES SEPT. 27, 1977

Cecile Thompson
(Notary Public)

This instrument prepared by Mark Otter, First National Bank of Memphis.

F305 (Rev. 4/72)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M. 14 day of May 1975, and that the same has been
recorded in Book 185 of STATE TRUST DEEDS
Page 555

14 May

D. D. Ferguson

2.50

556

2.50

363926

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 Hugh Clifton Hinds Lucy Jean Hinds to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 247 of Book Number 156 of the Record of Deeds or Deeds of Trust in your office.

This 2 day of April, 19 75.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie JordanOperations 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 2 day of April, AD, 19 75.

Janice Stuart

Notary Public

MY COMMISSION EXPIRES FEBRUARY 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. on the 14 day of May, 1975, and that the same has been recorded in Book 185 Page 556 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of May, 1975.

2.50

H. H. Ferguson

557

2.50 348527

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 James M Bond Barbara Bond to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 40 of Book Number 148 of the Record of Deeds or Deeds of Trust in your office.

This 2 day of April, 19 75.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie Jordan Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marie Jordan Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 2 day of April, AD, 19 75.

Notary Public

MY COMMISSION EXPIRES FEBRUARY 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. this the 14 day of May, 1975, and that the same has been recorded in Book 185 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand this 14 day of May, 1975.

D. L. Ferguson

mo

2.50

558

RELEASE

For a valuable consideration, the receipt of which is hereby acknowledged, the undersigned Clarksdale Production Credit Association hereby releases and discharges the liens of the following deeds of trust, executed by Earl A. Read and Beulah Read and recorded in the offices of the Chancery Clerk of DeSoto County, Mississippi:

Book 171 Page 273 - Feb. 15, 1974

The Clerk of the Chancery Court of said county is hereby authorized and directed to mark all of the above deeds of trust satisfied and cancelled on his records.

WITNESS the signature and seal of Clarksdale Production Credit Association on this the 12th day of May, 1975.

CLARKSDALE PRODUCTION CREDIT ASSN.

BY A. W. Stevens
~~Secy-Treas.~~ Vice President

STATE OF MISSISSIPPI

COUNTY OF COAHOMA

This day personally appeared before me, the undersigned Notary Public in and for said County and State, the within named A. W. Stevens 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 12th day of May, 1975.

Helene L. Hamer
Notary Public

My Commission Expires Nov. 29, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M. minutes A. M. 14 day of May 1975, and that the same has been recorded in Book 185 Page 558 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this the 14 day of May 1975.

2.50

D. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 33
THIS 23 DAY OF April 19 76
H. L. Ferguson
CHANCERY CLERK

559

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
Avco Financial Services
1547 Stateline Rd.
Southaven, Miss. 38671

DEED OF TRUST

LOAN NO. 12146
AMOUNT OF LOAN 6300.00
AMOUNT OF INTEREST 2182.93
AMOUNT OF SERVICE CHARGE

THIS DEED OF TRUST, made and entered into this 13th day of May, 19 75 by and between Noah E. Beach and Sarah M. Beach his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services having his principal office and post office address at P.O. Box 129 (Street) Southaven (City) Mississippi (State), hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Six thousand three hundred and 00/100 Dollars ($ 6,300.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated 5-13-75, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 36 monthly installments of $ 175.00 commencing on the 19th day of June, 19 75 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 37, Section A, Brookhollow Subdivision, in Section 24, Township 1 South, Range 8 West, as per Plat thereof recorded in Plat Book 7, Page 8, 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.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from 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.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation; and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

23-0475 (REV. 7-74)

560

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

Ronald L. Wash

Donna Dailey

Noah E. Beach (L.S.)
Signature of Grantor Noah E. Beach

Sarah M. Beach (L.S.)
Signature of Grantor Sarah M. Beach

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Noah E. Beach and Sarah M. Beach his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 13th day of May A.D. 19 75

(SEAL)

Notary Public My Commission Expires August 24, 1975

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposeth and saith that he saw the within named _____ and _____, his _____, whose name (is) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____, the other subscribing witness; that he saw _____, the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D. 19_____.

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

19

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 14 day of May 1975, and that the same has been recorded in Book 185 Page 559 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of May 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Notary Public

DEED OF TRUST

Noah E. Beach
and
Sarah M. Beach, his wife

TO

Avco Financial Services
1547 Stateline Rd.
Southaven, Mississippi 38671

Robert Q. Whitwell, Trustee

THE STATE OF MISSISSIPPI
DeSoto County

I, H. L. Ferguson, Clerk of the Chancery Court of said County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of May 14, 1975 at 10 o'clock A M., and the same together with the certificate and acknowledgment, is now duly recorded in Book 185 page 559 of the Records of Trust Deeds in my office

Given under my hand and official seal, this the 14 day of May, 19 75

H. L. Ferguson, Clerk

By _____, D.C.

3.50 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
190 PAGE 524
THIS 17 DAY OF Sept. 19 75
H. L. Ferguson
CHANCERY CLERK

561

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
Avco Financial Services
1547 Stateline Rd.
Southavne, Mississippi

DEED OF TRUST

LOAN NO. 12142
AMOUNT OF LOAN 5,400.00
AMOUNT OF INTEREST 1,911.27
AMOUNT OF SERVICE CHARGE

THIS DEED OF TRUST, made and entered into this 12th day of May, 19 75 by and between Glenn D. Williams and Mary R. Williams his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee, and Avco Financial Services having his principal office and post office address at 1547 Stateline Rd. (Street) Southaven (City) Mississippi (State), hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Five thousand four hundred Dollars ($ 5,400.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated 5-12-75 herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 36 monthly installments of $ 150.00 commencing on the 16th day of June, 19 75 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 3005, Section "O", Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat of record in Plat Book 5, Pages 12 and 13, in the office of the Chancery clerk of DeSoto County, Mississippi.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from 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.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

23-0475 (REV. 7-74)

562

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

Donald L. Wash

Donna Pasley

Glenn D. Williams (L.S.)
Signature of Grantor

Glenn D. Williams

Mary R. Williams (L.S.)
Signature of Grantor

Mary R. Williams

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Glenn D. Williams and Mary R Williams., his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 12th day of May A.D., 19 75.

(SEAL)

Dorothy L. Martin
Notary Public

My Commission Expires August 24, 1978

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposeth and saith that he saw the within named _____ and _____, his _____, whose name (is) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____, the other subscribing witness; that he saw _____, the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D., 19 _____.

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19 _____,

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M. 14 day of May 1975, and that the same has been
recorded in Book 155 Page 561 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

DEED OF TRUST

Glenn D. Williams

Mary R. Williams, his wife

TO

Atco Financial Services
1547 Stateline Rd.
Southaven, Mississippi 38671

Robert Q. Whitwell, Trustee

THE STATE OF MISSISSIPPI
County

Clerk of the Chancery Court of _____ County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of May 14 1975 at 10 o'clock A. M. and the same together with the certificate and acknowledgment, is now duly recorded in Book _____ page _____ of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the _____ day of _____ 19 _____

_____ Clerk

By: _____ D.C.

3.50 pd

563

FOR REAL ESTATE, CHATTEL OR BOTH

Tom S. Hairston, et ux,
Grantors

To { DEED OF TRUST

First National Bank of Southaven,
Beneficiary

THIS INDENTURE, Made this day of May 9, 1975 between Tom S. Hairston and wife, Mary Annette Hairston, parties of the first part, and First National Bank of Southaven, 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 Ten thousand eight hundred forty five & 60/100 ($10,845.60) dollars evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from maturity, repayable in 60 monthly installments of $180.76 each, with the first monthly installment being due and payable on or before the 8th day of June, 1975, and one installment is due and payable on or before the 8th day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

~~and may further arrange that the party of the second part may furnish the party of the first part during the year 19 -- corn to amount~~ 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 Arthur Huggins 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 -- grow in -- on lands 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 19--, on the land that -- may cultivate or cause to be cultivated, as landlord or tenant and all -- farming implements of any kind and~~

Lot 57, in Section B of Pleasant Hill Estates East Subdivision as shown on plat appearing of record in Plat Book 12, Pages 26-31 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

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 on or before the ~~stay of~~ as aforesaid ~~no~~ 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:

Witness:

Tom S. Hairston
Tom S. Hairston

Mary Annette Hairston
Mary Annette Hairston

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Tom S. Hairston and wife, Mary Annette Hairston,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 9th day of May, 1975

MY COMMISSION EXPIRES: (SEAL)
5-7-77 My Commission Expires May 7, 1977

Bonnie J. Ingram
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

of said County, this day personally appeared the above named

45 A. 14
185 563

May 14

2.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and that the same has been recorded in STATE TRUST DEEDS

May 1975.

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 223 PAGE 171.
THIS 29 DAY OF Mar 1978
H. G. Ferguson
CHANCERY CLERK

564

This instrument paid & satisfied
in full this the 13th day of August 1985
Richard J. Lee, Trustee
Attest-H. D. Ferguson clk.
by K. Skelton
8/13/85

FOR REAL ESTATE, CHATTEL OR BOTH

Mary W. Eanes,
Grantor
To { DEED OF TRUST
Theresa E. Ferrucci,
Beneficiary

THIS INDENTURE, Made this 10 day of May 19 75
between Mary W. Eanes, party
of the first part,
and Theresa E. Ferrucci, 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 One thousand dollars ($1,000.00) evidenced by her one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from maturity, repayable in 24 monthly installments of $45.23 each, with the first monthly installment being due and payable on or before June 15, 1975, and one installment is due and payable on or before the 15th 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 the party of the first part during the year 19 ---- 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 Richard J. Lee Trustee, the part y of the first part ha 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 aforesaid
produce of every kind that ---- now in ---- 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 19 ---- on the land that ----
---- may cultivate, or cause to be cultivated, as landlord or tenant; and all ---- farming implements of every kind and

Lot 5 of Part I, Northwood Subdivision in the Town of Hernando, on Section 13, Township 3, Range 8, as shown on the Plat of record in Plat Book 4, Page 22 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

If default be made in the payment of any installment under the note, the entire 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 party 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.

This trust deed is second, junior, and inferior to that certain trust deed of record in Book 98, Page 393 of the Real Estate Trust Deed records of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt ---- he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y of the first part promptly pay the above stated indebtedness on or before the ---- 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 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 ---- 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: ----
Witness: ----

Mary W. Eanes

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Mary W. Eanes 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 10 day of May 19 75

MY COMMISSION EXPIRES: 5-18-77 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 14 day of May 1975, and that the same has been
recorded in Book 185 record of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of May 1975.

2.50

H. D. Ferguson

Ellis

ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

STATE OF MISSISSIPPI

DESOTO COUNTY

For value received I, W. I. LaRue, hereby sell, transfer, assign, and set over unto Edward L. Wertz ~~and his wife,~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxx of the County of Shelby, State of Tennessee, to William Ballard, Trustee for said W. I. LaRue ~~Herbando~~, Mississippi, Beneficiary, bearing date of 1st day of June, 19 72, on certain lands in DeSoto County, which said mortgage or deed of trust is recorded in Trust Deed Record Book 130, Page 324, in the Chancery Clerks Office of DeSoto County; also, all the right, title, interest, in said mortgage or deed of trust and the lands described therein and the note and indebtedness described therein.

This assignment is made without recourse.

Witness my signature this the 5th day of June 19 72

W.I. LA RUE, d/b/a WILCO LAND CO.

BY: W. I. La Rue
W.I. La Rue

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the said County and State, W. I. LaRue Hernando, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 5th day of June 19 72.

Ann Deanne LaRue
Notary Public

My Commission Expires;
My Commission Expires Sept. 11, 19[illegible]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

50 A. 14 May
185 565

14 May

2.50

566

EXCHANGE MUTUAL INSURANCE COMPANY

RELEASE OF ASSIGNMENT

Exchange Mutual Insurance Company acknowledges that it is the true and lawful holder of said instrument of record in Book 145, Page 235, Register's Office, Desota County, Mississippi. Exchange Mutual Insurance Company hereby releases said Assignment of record in Book 145, Page 235, Register's Office, Desota County, Mississippi.

EXCHANGE MUTUAL INSURANCE COMPANY

By: Martin I. Cohen
Martin I. Cohen, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 17th day of April, in the year 1975, before me personally come(s) Martin I. Cohen to me known, who, being by me duly sworn, deposes and says that he resides in the City of Nashville, Tennessee that he is the President of the Exchange Mutual Insurance Company the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that is was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
(Notary Public) My commission expires 8/7/75

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
AM minutes A. M. 14 day of May 1975, and that the same has been
recorded in Book 185 Page 566 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of May 1975.

2.50

H. P. Ferguson, CLERK

PLEASE RECORD & RETURN TO:
Debra Harvey, 2200 Commerce Square, Memphis, Tennessee 38103

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from SHELTON ROBERSON BUILDERS, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated June 27, 1973, and recorded in Book 162, page 99, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC., as lawful holder of the indebtedness ~~or as Trustee in said Deed of Trust in accordance with directions 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 JAMES E. MCGEHEE & COMPANY, INC., has [typed over] caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 12th day of May, 1975.

ATTEST: Jean A Young
Secretary

JAMES E. MCGEHEE & COMPANY, INC.
Harold V Crase
Vice President

STATE OF

COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named ________, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this ____ day of ________, 19__.

Notary Public

My commission expires:

STATE OF

COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named HAROLD V. CRASE and JEAN YOUNG, known to me to be the VICE PRESIDENT and SECRETARY respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.

Given under my hand and seal this 12th day of May, 1975.

NOTARY PUBLIC

My commission expires: December 5, 1978

Lynda Cook
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock … m A. 14 May … and that the same has been recorded in Book 185 page 567 [records of] REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of May 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson CLERK

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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 3/16/72 executed by Albertine McCrory Builders, Inc. to National Mortgage company as Beneficiary, which Deed of Trust is recorded in Book 139, Page 647, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Company 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 Albertine McCrory Builders, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 558, Section A Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8, Pages 53 and 54, DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said National Mortgage Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 9th day of May, 1975.

ATTEST:

STANLEY L. WENDER, SECRETARY

NATIONAL MORTGAGE COMPANY

FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Frank Robinson 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 9th day of May 19 75.

Notary Public

My commission expires:

My Commission Expires September 1, 1976

3/72/674

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock P. M. on the 13 day of May 1975, and that the same has been recorded in Book 185 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 14 day of May 1975.

H. L. Ferguson, CLERK

45 P. 185 568

250

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 196 Page 237
This the 12 day of Feb. 19 76
H. G. Ferguson Clerk

569

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of May, 1975, among the Grantor, Douglas W. Shaw and wife, Jeanne Shaw (herein "Borrower"), DeSoto Title Co., Inc. (herein "Trustee"), and the Beneficiary, National Bank of Commerce, a corporation organized and existing under the laws of State of Tennessee, whose address is 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 99, Section A Revised, Lakewood Estates Subdivision as per plat thereof, recorded in Plat Book 11, Pages 1-3 in the office of the Chanc ery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more paticular description, said lot being situated in Section 23, Township 2, Range 7.

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 Forty Thousand Dollars---------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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.

570

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.

Douglas W. Shaw —Borrower

Jeanne Shaw —Borrower

1110 Bighorn Drive

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 Douglas W. Shaw and wife, Jeanne Shaw 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 14th day of May, A.D., 19 75.

My Commission expires:

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 2

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
20 minutes P. M. 14 day of May 1975, and that the same has been
recorded in Book 185 Page 569 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 15 day of May 1975.

Fees 5.00 pd.

H. L. Ferguson, CLERK

R E L E A S E D E E D

WHEREAS, by a certain Trust Deed dated February 9, 1972, and recorded in Book 138, Page 357 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, I-55 Goodman Road Developers, Inc. conveyed to David D. Williams and Joseph S. Sims, as Trustees, the real estate in said Trust Deed described, for the purpose of securing the payment of an indebtedness evidenced by a Promissory Note fully described in said Trust Deed; and

WHEREAS, the obligation evidenced by said Promissory Note and described in and secured by said Trust Deed has been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said Trust Deed.

NOW, THEREFORE, in consideration of the premises the undersigned, First Memphis Realty Trust, Memphis, Tennessee, as the legal owner and holder of the note 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-claims and conveys unto the said I-55 Goodman Road Developers, Inc., its successors and assigns, all of 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.

It is not intended by this Release Deed to relieve I-55 Goodman Road Developers, Inc., Walter Hastings, or R. E. Cox from any liability any of them may have to The First National Bank of Memphis, Memphis, Tennessee, or to the First Memphis Realty Trust, Memphis, Tennessee. This paragraph has particular reference to a commitment fee claimed to be due The First

National Bank of Memphis, Memphis, Tennessee, or the First Memphis Realty Trust, Memphis, Tennessee, but denied by I-55 Goodman Road Developers, Inc., Walter Hastings, and R. E. Cox.

The undersigned, First Memphis Realty Trust, Memphis, Tennessee, covenants with the said I-55 Goodman Road Developers, Inc. that it is the legal owner and holder of the Promissory Note described in and secured by said Trust Deed, and that it has the lawful right to release and discharge the lien thereof.

First Memphis Realty Trust is a Massachusetts business trust under Declaration of Trust Deed of July 24, 1970, as amended, recorded with the Suffolk County, Massachusetts Registry of Deeds. It is expressly understood and agreed that neither the officers nor the trustees nor the shareholders of First Memphis Realty Trust shall be personally liable upon, nor shall resort be had to, their private property for the satisfaction of any obligation of any nature whatsoever of First Memphis Realty Trust, and that all parties concerned shall look solely to the Trust property for the satisfaction of any claims.

IN WITNESS WHEREOF, the said First Memphis Realty Trust has caused its business trust name to be signed hereto by and through its proper officers duly authorized so to do, this the 6th day of May, 1975.

FIRST MEMPHIS REALTY TRUST

By: William Thurer
President

STATE OF TENNESSEE:
COUNTY OF SHELBY :

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William France with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____President of the First Memphis Realty Trust, the within-named Bargainor, a business trust, and that he as such _____President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the business trust by himself as _____ President.

WITNESS my hand and seal at office in Memphis, Tennessee this 6th day of May, 1975.

Patsy Blaney
NOTARY PUBLIC

My Commission Expires:
6-7-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 14 day of May 1975, and that the same has been recorded in Book 185 Page 573 records of REAL ESTATE TRUST DEEDS

15 May

4.00

H. L. Ferguson

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PARTIAL RELEASE

For value received, we, R. E. Cox and C. A. Cox, Jr., the owner and holders of the indebtedness secured thereby, release from the Deed of Trust dated April 12, 1973 recorded in Trust Deed Book 157, page 340, the land in DeSoto County, Mississippi described as follows, to-wit:

Begin at a point in the South right of way of Goodman Road 645.00 feet West of an interstate highway marker; thence West 210.0 feet to a point; thence South 230.0 feet to a point; thence East 406.81 feet to a point in the West line of Expressway Drive; thence North 30.16 feet to a point; thence West 199.81 feet to a point; thence North 200.0 feet to the point of beginning, containing 1.245 acres and being the same land conveyed to Memphis Trust Company.

We hold title by assignment recorded in Book 178, page 231 dated June 18, 1974.

In all other respects the deed of trust shall remain in full force and effect.

Witness our signatures this 12 day of May, 1975.

R. E. Cox

C. A. Cox, Jr.

STATE OF ~~TENNESSEE~~ Arkansas
COUNTY OF ~~SHELBY~~ Mississippi

This day personally appeared before me, the undersigned authority in and for said county and state, the within named R. E. Cox and C. A. Cox, Jr., who acknowledged that they signed and delivered the above and foregoing Partial Release 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 12 day of May, 1975.

Notary Public

My commission expires:

3/31/1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock

30 3. 14 May

185 576

15 May

2.50

D. L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 231 PAGE 647
THIS 4 DAY OF Oct. 19 78
H. D. Fuqua
CHANCERY CLERK

577

223053-01

FORM NO. 1941 REV. 1/79

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

PHIL A. JENNINGS AND MERLE W. JENNINGS

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF

THIRTEEN 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 June 2005

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

PHIL A. JENNINGS AND WIFE, MERLE W. JENNINGS

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

1.19 acres in the Northeast Quarter of the Northwest Quarter of Section 34, Township 2 South, Range 9 West DeSoto County, Mississippi and being described as beginning at a spike in the center line of Mississippi State Highway No. 301 (formerly Yazoo-Delta Highway) a distance of 816.9 feet westwardly as measured along said center line from its intersection with the East line of the Northwest Quarter of Section 34, Township 2 South, Range 9 West, and running thence South 76 degrees 23 minutes West along the center line of said Highway a distance of 213.5 feet to a point of curve therein; thence continuing along said center line following an irregular curve to the left a distance of 71.2 feet to a spike; thence North 13 degrees 50 minutes East, passing an iron pipe in the North line of said Highway at 22.8 feet and continuing a further distance of 286.8 feet, in all a total distance of 306.2 feet to an iron pin; thence South 84 degrees 35 minutes East along a newly built fence and the westerly projection thereof a distance of 205.7 feet to a stake in a fence corner; thence South 0 degrees 25 minutes West along an old fence line a distance of 211.4 feet to the point of beginning, containing 1.19 acres of which the South 0.13 acres is occupied by the North Half of Mississippi State Highway No. 301 leaving a net area of 1.06 acres. Subject to subdivision and zoning regulations in effect in DeSoto County and rights of way and easements for public roads and public utilities.

Further subject to the right of way for Eudora Water Association of record in Deed Book 60, page 497 in the office of the Chancery Clerk of DeSoto County, Mississippi. (15 foot right of way)

The foregoing description is attached to and made a part of that certain mortgage executed by PHIL A. JENNINGS et al., dated MAY 9, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of $ 13,000.00.

Phil A. Jennings
Merle W. Jennings
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE: NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, 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.

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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 9th DAY OF MAY 19 75

Phil A. Jennings

Merle W. Jennings

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

PHIL A. JENNINGS AND WIFE, MERLE W. JENNINGS

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 14th DAY OF May 19 75

(SEAL)

MY COMMISSION EXPIRES 24 197

MY COMMISSION EXPIRES MARCH 24, 1979

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
[illegible] minutes P. M. 14 day of May 1975, and that the same has been
recorded in Book 185 Page 511 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 15 day of May 1975.

Fees $ 5.00 paid.

W. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 22nd day of February 19 72, made and executed by Ralph Bethay and Thomas Garner and wife, Geneva Bethay Etta Eloise Garner 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 77

of the Record of Trust Deeds, on the 23rd 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 14th day of May, 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 so do.

Given under my hand and seal of office this 14th day of May A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

Notary Seal

Elois M Barbee

Notary Public

LAWRENCE-GREENWOOD 67844

15 A. 185 15 580 May

15 May

2.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the foregoing instrument was filed for record at 10 o'clock

D. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 565
THIS 2 DAY OF Dec 1975
H.B. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ALMAC Construction Co., Inc.

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. 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 Seven Thousand and No/100----------DOLLARS

($ 27,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10%(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 the 12th day of November, 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

State of Mississippi, and more particularly described as follows, to-wit:

Lot 46, Section "B", Holiday Hills Subdivision being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi as per plat of said subdivision recorded in Plat Book 11, Pages 11 and 12, Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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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 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 12 day of May 1975

ALMAC CONSTRUCTION CO., INC.

BY: B.G. Allen
B.G. Allen, President

R.E. McIvor
R. E. McIvor, Secretary

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of 19

My Commission Expires: .....

Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

B.G. Allen, and R. E. McIvor, President and Secretary

respectively of the above named ALMAC Construction Co., Inc.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 12 day of May 19 75

Notary Public

My Commission Expires: 5-4-77

JAMES E. [illegible] NOTARY PUBLIC

LAND DEED OF TRUST

from

to

Trustee

Filed for Record May 15, 1975

10:15 o'clock A. M.

Clerk

STATE OF MISSISSIPPI
County

Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:15 o'clock A. M., on the 15 day of May, 1975

and was duly recorded the day of

, 19 , on page

Book No.

In my office.

Witness my hand and seal of office, this

day of , 19

Clerk

, D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

5.00 pd my Rub
D.S

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. 15 day of May 1975, and that the same has been
recorded in Book 185 Page 581 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 15 day of May 1975.

Fees $5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 189 PAGE 648
THIS 29 DAY OF August 1975
H. S. Ferguson
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 ----------

----------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 THOUSAND THREE HUNDRED SIXTY AND NO/100---------- DOLLARS

($ 30,360.00) 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:

Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of July, 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 8th day of November, 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 1130, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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 convenant 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 12th day of May 19 75.

REEVES-WILLIAMS, INC.

BY: Robert Williams
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

588

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 12th day of ----May---- 19 75.

B/Bridgforth
Notary Public

My Commission Expires: 9-25-78

LAND DEED OF TRUST

from

to

Trustee

Filed for Record 15, 1975

10:15 o'clock A. M.

Clerk

STATE OF MISSISSIPPI
County

Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:15 o'clock A. M., on the 15 day of May, 1975 and was duly recorded the day of , 19 , on page Book No. in my office.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

RETURN TO
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 15 day of May 1975, and that the same has been recorded in Book 185 Page 585 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of May 1975.

Fees $5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 46
THIS 12 DAY OF Dec 1975
25589
W. P. Robinson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ----------

----------REEVES-WILLIAMS, INC.----------

of the first part, hereinafter designated as the Grantor, ----------

STUART ROBINSON----------Trustee, of the second part, hereinafter designated as Trustee, and

----------BANKERS TRUST SAVINGS AND LOAN ASSOCIATION----------

----------of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWENTY-NINE THOUSAND TWO HUNDRED AND NO/100----------DOLLARS

($ 29,200.00) 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:

Accrued interest at the rate stated above shall be due and payable monthly, commencing on the first day of July, 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 8th day of November, 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 1163 Section "F" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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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 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 12th day of May 19 75.

REEVES-WILLIAMS, INC.

BY: Robert M. Williams
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

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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 12th day of May, 1975.

B Bridges for Clk.
Notary Public

My Commission Expires: 9-25-78

LAND DEED OF TRUST

from

to

Trustee

Filed for Record May 15, 1975

10:15 o'clock A. M.

Clerk

STATE OF MISSISSIPPI
DeSoto County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:15 o'clock A. M., on the 15 day of May, 1975, and was duly recorded the day of , 19 , on page , in my office.

Book No.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI
RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 15 day of May, 1975, and that the same has been recorded in Book 185 Page 589 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of May, 1975.

Fee 5.00

H. P. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 14, 1975, *(Date)*
by and between the undersigned STEVEN P. JACOBS and wife, MILDRED LOUISE JACOBS,

residing in Southaven, DeSoto County, Mississippi, whose post office address is 5215 Caroline Drive, Walls, Mississippi 38680, grantor(s), herein called "Borrower," and

Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government." WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 14, 1975	$23,400.00	8 1/8%	May 14, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

Lot 702, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32-33.

FULLY PAID AND SATISFIED
DATE 3/26/02
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY _____
CREDIT Asst. Portfolio Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 7 C.F.R. 1951

ATTEST _____
W. E. Davis CHANCERY CLERK
By M. Cabiddc

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Subject to the following exceptions:
(1) Taxes for the year 1975, not yet due and payable.
(2) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
(3) Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972; ten foot utility easement along rear lot line and five foot utility easement along both side lot lines. Ten foot easement is recorded in Book 80, Page 348, and the five foot easement is recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
(4) Rights of way for public roads and public utilities.
(5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
(6) Mechanics' and materialmen's lien claims not shown of record.
(7) Any unrecorded rights of way or easements.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property":

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(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 agyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Steven P. Jacobs

Mildred Louise Jacobs

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Steven P. Jacobs and Mildred Louise Jacobs, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 14th day of May, 19 75.

Bobbie M. Braswell
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires:

Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 55 minutes A. M. 15 day of May 1975, and that the same has been recorded in Book 185 Page 593 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of May 1975.

5.00

H. L. Ferguson, Clerk

Appointment of Successor Trustee of this instrument Recorded in Real Estate Trust Deeds
Book No. 249 Page 498
This 26 day of Sept 1979
H. D. Ferguson Clerk

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USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 14, 1975 *(Date)*

by and between the undersigned EDNA L. CRABB, a divorced woman,

residing in , DeSoto County, Mississippi, whose post office address is 5189 Caroline Drive, Walls, Mississippi 38680,

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
May 14, 1975	$23,400.00	8 1/8%	May 14, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note: but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto:

Lot 700, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 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 32-33.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED October 1, 1981
UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION
COUNTY OF DESOTO PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 10102.
Larry R. Boggan

Attest: H.D. Ferguson
By: T.E. Davis D.C.

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Subject to the following exceptions:
(1) Taxes for the year 1975, not yet due and payable.
(2) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
(3) Right of Way instrument executed by DeSoto Development Corporation to Miss. Power & Light Co., dated September 9, 1972; ten foot utility easement along rear lot line and five foot utility easement along both side lot lines. Ten foot easement is recorded in Book 80, Page 348, and the five foot easement is recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
(4) Rights of way for public roads and public utilities.
(5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
(6) Mechanics' and materialmen's lien claims not shown of record.
(7) Any unrecorded rights of way or easements.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Edna L. Crabb
Edna L. Crabb

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Edna L. Crabb

~~who~~ who acknowledged that ~~he~~ she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 14th day of May, 19 75.

Bobbie M. Braswell
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires:
Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 55 minutes A. M. 15 day of May 1975, and that the same has been recorded in Book 185 Page 597 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of May 1975.

Fees $5.00

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 248 601
THIS 20 DAY 25
W. D. Lewis
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Roger Lee Jones, et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 12 day of May 19 75

between Roger Lee Jones and wife, Mona Joyce Jones of the first part,

and Security Bank of Hernando 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 Dollars ($5,000.00) evidenced by a promissory note of even date, bearing interest at the rate of 9% interest from date, due and repayable on or before November 15, 1975

and any further amount that the party of the second part may furnish the party of the first part during the year 19 75 not to exceed Twenty Thousand Dollars ($20,000.00 and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale 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 ... to 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 19 ... on the land that ... may cultivate, or cause to be cultivated, as landlord or tenant and all ... farming implements of every kind and~~

Lot 12, Section B, Juanita Subdivision as per plat thereof recorded in Plat Book 8, Page 11 in the office of the Chancery Clerk of DeSoto County, Mississippi, said lot being situated in Section 30, Township 2, 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 15th day of November 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 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

Roger Lee Jones

Mona Joyce Jones

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Roger Lee Jones and wife, Mona Joyce Jones

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 12th day of May 19 75

(SEAL)

Rebecca Kelly Clerk

By Notary Public D. C.

My Commission Expires:
5-1-77

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named

20 P. 185 14 601 May

15 May

2.50

2

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CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 812
DAY OF March 1977
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Jerrol Hunsucker, et ux

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 13th day of May 19 75
between Jerrol Hunsucker and wife, Janie B. Hunsucker
and The Hernando Bank
of the first part, of the second part.

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said parties of the second part in the sum of Six Thousand Five Hundred Dollars ($6,500.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 59 equal monthly installments of $108.33 and a 60th and final installment of $108.53, first of said installment to be due June 5, 1975 and one installment due each succeeding month thereafter until paid in full

~~and may further amount that the party of the second part may furnish the party of the first part during the year 19 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~~ paid by George S. McIngvale Trustee, 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 aforesaid products of every kind that~~ ~~family, or any hands working with or under~~ ~~may cultivate, or cause to be cultivated, as landlord or tenant and all~~ farming implements of every kind and

ve this day granted,

Lot 5, Shady Hollow Subdivision in the Town of Hernando in Section 13, Township 3, Range 8 West according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi in Plat Book 6, Page 35 thereof, reference is hereby made in aid of and as a part of this description.

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.

This deed of trust is second and subordinate to that certain deed of trust to Bailey Mortgage Company recorded in Trust Deed Book 146, page 103 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 the maturity thereof 19 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 part y of the second part, its assigns or legal representatives, can at any time appoint Trustee to act in his stead.

Witness our signature s the date written above.
Witness

Jerrol Hunsucker
Janie B Hunsucker

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Jerrol Hunsucker and wife, Janie B. Hunsucker 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 May 19 75
My Commission Expires: (SEAL)
7-1-78 G.
Notary Public
By Clerk 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

20 P. 14
185 602 May

15 May

2.50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
of [illegible] and was duly recorded in Book [illegible] Page [illegible]
of said records
Witness my hand
[illegible]

H. D. Ferguson

605

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 14th day of April, 19 75.

William T. Wilkins
WILLIAM T. WILKINS

STATE OF MISSISSIPPI
COUNTY OF Hinds

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

WILLIAM T. WILKINS 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 14th day of May 19 75.

Leon K. Hand
Notary Public

My Commission Expires: .....

My Commission expires November 20, 1978

30 A. 15 May
185 603

15 May

5.00

8

606 Paid, Satisfied and Cancelled
This 17th day of March 1976
W.B. Gay Builders, Inc
By: William B. Gay Jr Pres.

Attest: H. G. Jefferson D.C.
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Douglas W. Shaw, et ux

To { DEED OF TRUST

W. B. Gay Builders, Inc.

THIS INDENTURE, Made this 14th day of May, 19 75
between Douglas W. Shaw and wife, Jeanne Shaw
of the first part,
and W. B. Gay Builders, Inc.
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 Two Thousand Dollars ($2,000.00) evidenced by a promissory note of even date, bearing 6% interest from date , due and repayable on or before May 14, 1976

~~and any further account that the party of the second part may furnish the party of the first part during the year 19__, not to exceed~~ ~~and the part of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part 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 on hands and all the crops of every kind to be grown by and family, or men hands working with, or under others as landlord or tenant or otherwise, during the year 19__, on the land that cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot 99, Section A Revised, Lakewood Estates Subdivision as per plat thereof, recorded in Plat Book 11, Pages 1-3 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 23, Township 2, Range 7.

This deed of trust is second and subordinate to that certain deed of trust to National Bank of Commerce dated May 14, 1975.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt be easy 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 14th day of May 19 76, 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:

Douglas W. Shaw
Jeanne Shaw

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Douglas W. Shaw and wife, Jeanne Shaw 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 14th day of May, 19 75

My Commission Expires: 5-1-78 (SEAL)

Notary Public

By 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 2 o'clock
20 minutes P. M. 14 day of May, 1975, and that the same has been
recorded in Book 185 page 606 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 15 day of May, 1975.

H. G. Jefferson D.C.

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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 WILLIAM T. WILKINS

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

FORTY FIVE THOUSAND AND NO/100---------- DOLLARS

($ 45,000.00) 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:

This note shall be due and payable on or before the 11th day of October, 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:

TRACT 1: Beginning at a point approximately 678 feet South of the Southeast corner of Lot #2 of the Rucker-Parsons survey, as shown by plat of record in Book #1, Page 1 of the Land Deed Records of DeSoto County, Mississippi, running thence East 630 feet to a stake, being the point of beginning; thence continuing West a distance of 315 feet to a stake; thence North a distance of 105 feet to a stake; thence East a distance of 315 feet to a stake; thence South a distance of 105 feet to a stake, the point of beginning, containing one (1) acre, more or less and further being described as that certain parcel of land conveyed by Mrs. Ruby Latimer to George Glynn Hitt, et ux, by Warranty Deed recorded in Deed Book 65 at Page 337 of the Land Deed Records of DeSoto County, Mississippi, and being situated in Section 34, Township 1, Range 8 West.

TRACT 2: Seventeen (17) acres, more or less, in the Northeast Quarter of Section

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34, Township 1, Range 8 West, lying on the West side of the Illinois Central Railroad and described as follows: Commence at a stake in the West right of way line of the Illinois Central Railroad, which point is the Southeast corner of Lot #2 of Rucker and Parson survey of Dr. Murphy's land, as shown by map of record in Book 1, Page 1 of the Records of Deeds for said County; thence West along the South line of Lots 2, 3 and 5 of said survey, 303 feet 10 inches, more or less, to a point, said point being the Northwest corner of the John E. Barrere tract as described in Warranty Deed Book 53, Page 437 of the Deed Records of DeSoto County, Mississippi, said point being the POINT OF BEGINNING of the herein described 17 acres of land; thence continuing West along the South line of Lots 2,3 and 5 as shown by the Rucker and Parson survey 1,196 feet, more or less, to a point, said point being the Northwest corner of the R. W. Latimer and Ruby Latimer original 23 acre parcel as described in Warranty Deed Book 28, at Page 472 of the Land Deed Records of DeSoto County, Mississippi to which reference is hereby made, said point being also the Northeast corner of the ten acre tract, conveyed by O. M. Pearson to W. H. Rafferty by Deed of date August 5, 1932 and recorded in Book 23, Page 339 of the Deed Records of said county; thence South on the East line of said 10 acre tract 660 feet to a point, said point being the Southwest corner of the R. W. Latimer and Ruby Latimer 23 acre tract, as heretofore referred to, said point being also in the North line of the S. P. (Pat) Campbell tract of land; thence East on the North line of said Campbell tract 555 feet, more or less, to a point, said point being the Southwest corner of the George Glynn Hitt lot, as described in Deed Book 65 at page 337 of the Land Records of DeSoto County, Mississippi, to which reference is made; thence North 105 feet, more or less to a point, said point being the Northwest corner of the George Glynn Hitt one acre parcel; thence East 315 feet, more or less to a point, said point being the Northeast corner of the George Glynn Hitt one acre parcel; thence South 105 feet, more or less, to a point, said point being the Southeast corner of the George Glynn Hitt one acre parcel, said point being in the North line of the Campbell tract; thence East along the said North line of said Campbell tract 210 feet, more or less, to a point, said point being the S outhwest corner of the Martin Dye one acre tract, as described in Warranty Deed Book 35 at Page 466 of the Deed Records of DeSoto County, Mississippi to which reference is hereby made; thence North along the West line of the Martin Dye one acre tract 105 feet, more or less, to a point, said point being the Northwest corner of the Martin Dye one acre tract; thence East along the North line of said Martin Dye one acre tract 420 feet, more or less, to a point, said point being the Northeast corner of the Martin Dye one acre tract, said point being in the West right of way of the Illinois Central Railroad; thence North along the West right of way of the Illinois Central Railroad 419 feet, more or less, to a point; thence West 630 feet, more or less, to a point; thence North and parallel to the West right of way of the Illinois Central Railroad 210 feet, more or less, to a point; thence East 630 feet, more or less, to a point, said point being in the West right of way of the Illinois Central Railroad; thence North along the West right of way of the Illinois Central Railroad 119 feet, more or less, to a point, said point being the Southeast corner of the John Barrere one acre tract, as described in Warranty Deed Book 53, Page 437 of the Land Deed Records of DeSoto County, Mississippi, to which reference is made; thence West along the South line of the John Barrere one acre tract 303 feet 10 inches, more or less, to a point, said point being the Southwest corner of the John Barrere one acre tract; thence North along the West line of the John Barrere one acre tract 163 feet, more or less, to the point of beginning of the herein conveyed parcel of land and containing 17 acres, more or less.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant 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.

Assignment of this Instrument Recorded in Real Estate T D Book No. 198 Page 351 This the 12 day of April 19 76
W. B. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T D Book No. 187 Page 54 This the 23 day of June 75
W. B. Ferguson

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VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of May, 19 75, by and between

ROBERT W. WADSWORTH and wife, GAYLE B. WADSWORTH,

, hereinafter called the Grantor;
G. L. OATES , hereinafter called the Trustee, and

Assignment of this Instrument Recorded in Real Est T D Book No. 362 Page 726 This the 15 day of April 1986
W. B. Ferguson D.C.

WORTMAN & MANN, INC. , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 444 North State Street, Jackson, Mississippi hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 87, Hernando Estates Subdivision, Section B, in Section Seven (7), Township Three (3), Range Seven (7), as shown on the recorded Plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Court of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all 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 444 PAGE 132 THIS 2 DAY OF August 19 88
W. E. Davis by K Cole DC
Chancery Clerk

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY-FOUR THOUSAND NINE HUNDRED & NO/100 Dollars ($ 34,900.00), with interest from date at the rate of eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of WORTMAN & MANN, INC., 444 North State Street, in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED FIFTY-SIX and 17/100 Dollars ($ 256.17), commencing on the first day of July , 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 June , XX 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) haVE hereunto set THEIR hand(s) the day and year herein first written above.

Robert W. Wadsworth
ROBERT W. WADSWORTH

Gayle B. Wadsworth
GAYLE B. WADSWORTH

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned NOTARY PUBLIC in and for said County, the within named ROBERT W. WADSWORTH and GAYLE B. WADSWORTH , his wife, who acknowledged that t hey signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 16th day of May , 1975 .

Elaine McLemore Elder
NOTARY PUBLIC

My Commission Expires May 6, 1978

Trust

Fees: 3:30 P.M.

of said County, ing conveyance office on the day of , 19

925215

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 607 records of Real Estate Trust Deed of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $ 5.00 pd.

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
189 PAGE 8
1975 8 DAY OF August 19 75
H. D. Ferguson
CHANCERY CLERK

611

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

EUGENE D. SHELEY and wife, ANNIE MAE SHELEY,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, 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~~ principal sum of

TWO THOUSAND AND NO/100---------- DOLLARS

($ 2,000.00) 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: on or before ninety (90) days from date.

This instrument is subordinate to that instrument of record in Real Estate Trust Deed Book 124, Page 487 of the land records of DeSoto County, Mississippi.

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, in Section Twenty-Seven (27), Township Two (2), Range Nine (9) West,
State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point 452.9 feet west of the northeast corner of the Northwest Quarter of Section 27, Township 2, Range 9 West and also being in the North line of said Quarter section; thence South 3° 32' east 232.3 feet to a point; thence South 87° 02' west 187.5 feet to a point; thence North 3° 32' west 232.3 feet to a point in the north line of said Quarter Section; thence North 87° 02' east along said North line 187.5 feet to a point, being the point of beginning, and containing one (1) acre, more or less. All bearings are magnetic.

Copyright Mississippi Bankers Association

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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 convenant 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 ~~XX~~ 89-1-55 of the Mississippi Code of 19~~42~~ 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 9th day of May 19 75.

Eugene D. Sheley
EUGENE D. SHELEY

Annie Mae Sheley
ANNIE MAE SHELEY

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 D. SHELEY and wife, ANNIE MAE SHELEY 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 9th day of May, 19 75.

My Commission Expires: My Commission Expires Jan. 7, 1978

Elaine B. Barbee
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. 16 day of May 1975, and that the same has been
recorded in Book 185 Page 611 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office this 19 day of May 1975.

5.00

H. L. Ferguson

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Assignment of this Instrument Recorded in Real Estate T I D Book No. 184 Page 208 This the 22 day of Dec 1925 A. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T I D Book No. 184 Page 444 This the 22 day of Dec 1925 A. D. Ferguson Clerk

Paid, Satisfied and Cancelled This 21 day of May 1976 Joel P. Walker Attest H. D. Ferguson Chancery Clerk By D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

O. J. Standridge

To { DEED OF TRUST

Lillian S. Huntington

THIS INDENTURE, Made this 14th day of ~~March~~ May 19 75

between O. J. Standridge of the first part,

and Lillian S. Huntington 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 Thousand Dollars ($40,000.00) bearing interest as provided in the note due and payable on demand but if no demand is made due ten years from date.

~~and my further intent that the party of the second part may furnish the party of the first part during the year 19__ the money~~ 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 Trustee, the part Y of the first part ha 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 vegetables products of every kind that may be grown on said land, and all those crops of every kind to be grown by me and my family, or my tenants working with or under me, or otherwise cultivated, or otherwise during the year 19__ on the said lands, or any substitute or substitutes for the above mentioned crops, and all farming implements of every kind and~~

The land in DeSoto County, Mississippi described as follows, to-wit:

A parcel in Section 13, Township 1, Range 8 West described as beginning at a concrete right of way marker at the intersection of the West right of way line of Interstate Highway No. 55 with the North right of way line of State Line Road; thence South 89° 14' 20" west with the north right of way line of State Line Road 37.1 feet to an iron pin; thence north 1° 31' 30" east along the east line of Edmonson Cemetery 200.0 feet to an iron pin; thence south 88° 28' 30" east 127.73 feet to a stake in the west right of way line of Interstate Highway 55; thence along the west right of way line of said highway south 13° 49' 40" west 122.2 feet to a concrete marker; thence south 40° 46' west 102.13 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 ~~XXX~~ date given above ~~XX~~ time 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 created, the part ~~her~~ 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

O. J. Standridge

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named O. J. Standridge 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 14th day of ~~March~~ May 19 75

(SEAL)

My Commission Expires: 4-9-79.

Edna E. Camp 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 3 o'clock 50 minutes P. M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 614 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

6/5

Lot 360, Sec. B - DeSoto Village

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That Susan Lorraine Palmer, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 16th day of July, 1974, made and executed by RICHARD LEWIS CRAWFORD and wife, GLORIA MARIE CRAWFORD, of Horn Lake, 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. 177, Page 544, of the Record of Trust Deeds, on the 22 day of July, 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 12th day of May, 1975.

Susan Lorraine Palmer
Susan Lorraine Palmer

STATE OF Florida
COUNTY OF Escambia

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, Susan Lorraine Palmer, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year above mentioned and for the purpose therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 12th day of May, 1975.

My Commission expires: March 18, 1978

Donna M. Shultz
Notary Public

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify that the within instrument was filed for record at 8 o'clock
and recorded in Book ... and that the same has been

55 A. 15 / 185 6/5 May Real Estate Trust Deed

19 May

2.50

H. P. Ferguson

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RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of the _____ District of the County of ~~LAFAYETTE~~ in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by W.W. Joor and wife, Dorothy R. Joor

for the benefit of the Bank of Oxford, Oxford, Mississippi which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 7th day of April, 1969, and recorded in Book 108 at Page 609.

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

WITNESS our hand and seal, this the 14th day of May, 1975.

Bank of Oxford, Oxford, Mississippi

By Dan R. McLemore, Installment Loan Officer

STATE OF MISSISSIPPI }
LAFAYETTE COUNTY }

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Dan R. McLemore

of the Bank of Oxford, Oxford, Mississippi

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 14 day of MAY, 1975.

Robert [illegible]

Notary Public

My Com. expires [illegible]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A.M. 16 day of May 1975, and that the same has been recorded in Book 185 page 616 records of Real Estate Trust Deed

19 May

A.D.

H. D. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK 475 PAGE 366
THIS 21 DAY OF June 1989
W E Davis by L Cole
Chancery Clerk

617

Assignment of this Instrument Recorded in Real Estate T I D Book No. 251 Page 744
This the 8 day of Nov. 19 29
W. H. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974 - Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 15th day of May, 19 75, by and between

JAMES R. ALLEN, also known as James Royce Allen, and wife, MARGARET E. ALLEN

, 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, 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 6, Section A of Pleasant Hill Estates East Subdivision, as shown on plat appearing of record in Plat Book 11, Pages 4-8, in the Office of the Chancery Court 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.

Together with Whirlpool Dishwasher, model #SAU400; serial #F43449679; Whirlpool Cook top model #RYE8700Y, serial #M44160849; Whirlpool Vent, Model #2330, serial #42167979; Whirlpool Oven, model #RYE2688T4, serial #M44463848; Whirlpool Compactor, model # SAC400Y0; serial #D34320763; Whirlpool Disposal, model #2YD40-0, serial #FA5027302; Ruud Air Conditioner, model #UT58B15, serial #656UXF29740181; Ruud Furnace, model # UQF20F251, serial #HF10741031; Standard Water Heater, Model #ER820, serial #3013; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

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;

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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 Fifty-Six Thousand Seven Hundred Fifty & no/100 Dollars ($ 56,750.00), with interest from date at the rate of Eight & one-half per centum (8 1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street, in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Four Hundred Thirty-Six & 41/100- Dollars ($ 436.41), commencing on the first day of July, 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 June, 19xx 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, and in accordance with a 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 Beneficiaries 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

620

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

James R. Allen

James R. Allen, also known as James Royce Allen

Margaret E. Allen

Margaret E. Allen

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named James R. Allen, a/k/a James Royce Allen and Margaret E. Allen, his wife, who acknowledged that t hey signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15th day of May, 19 75.

Bobbie 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 8 o'clock 30 minutes A. M. 16 day of May, 1975, and that the same has been recorded in Book 185 Page 617 records of Real Estate Trust Deed of said County.

Witness my hand and seal this the 19 day of May, 1975.

Fees $ 5.00 pd.

H. D. Ferguson, Clerk

621

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That THOMAS EDWARD HAWKINS and CATHERINE ANN HAWKINS the beneficiary, does hereby certify that a certain trust deed bearing date the 29th day of April 19 74, made and executed by JAMES R. WIRT and wife, JONNIE J. WIRT, to said 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 444 of the Record of Trust Deeds, on the 1st day of May A. D. 19 74; is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Thomas Edward Hawkins
Thomas Edward Hawkins

Catherine Ann Hawkins
Catherine Ann Hawkins

STATE OF ~~MISSISSIPPI~~ S. Carolina
~~DESOTO~~ County. of } Lexington

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid THOMAS EDWARD HAWKINS and wife, CATHERINE ANN HAWKINS, each who/ they 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 12th day of May, A. D. 19 75.

(SEAL)

W. Edward Billings
NOTARY PUBLIC

My Commission Expires: September 10, 1980

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I hereby certify that the within instrument was filed for record at 4 o'clock
and that the same has been

no P. 16
185 621 May

Real Estate Trust Deed

19 May

2.50

628

Lot 1540, E, Southaven West

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That SOUTHAVEN REALTY CO. of Southaven, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 7th day of October, 1968, made and executed by BOYD GOODNIGHT, JR. and wife, FAYE B. GOODNIGHT, 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. 105, Page 178, of the Record of Trust Deeds, on the 19th day of October, 1968, 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 16th day of May, 1975.

ATTEST:

Charles F. Martin
Charles F. Martin, Treasurer

SOUTHAVEN REALTY COMPANY, INC.

By: Dorothy R. Martin
Dorothy R. Martin, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, Dorothy R. Martin and Charles F. Martin, who acknowledged as President and Treasurer, respectively, that they signed and delivered the above and foregoing instrument for and on behalf of and by authority of SOUTHAVEN REALTY COMPANY, for the purposes therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 16th day of May, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1978

Bettie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock P.M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 628 records of Real Estate Trust Deed of said County.

Witness my hand and seal of office, this the 19 day of May 1975.

H. L. Ferguson

2.50

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, NATIONAL MORTGAGE COMPANY - - - - - - - - - - - - - - - - - - - does hereby release from the lien of the Deed of Trust given by MICHAEL WEISS, D/B/A MICHAEL WEISS HOMES - - - - - - - - - - - - for the benefit of National Mortgage Company - - - - - - - - - - - - - - which Deed of Trust is dated October 22, , 19 69 and recorded in Deed of Trust Book 113, Page 579 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 2899, Section "N", Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, recorded in Plat Book 5, Pages 8 and 9 in the Chancery Clerk's Office of DeSoto County, Mississippi.

- -

- -

- -

- -

In all other respects said Deed of Trust recorded in Deed of Trust Book 113, Page 579 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 ✓ 8th day of May, 1975.

NATIONAL MORTGAGE COMPANY

By ✓
(Name) FRANK ROBINSON

TREASURER COMPTROLLER (Title)

624

STATE OF TENNESSEE

COUNTY OF SHELBY

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) ✓ FRANK ROBINSON, the (Title) ✓ TREASURER COMPTROLLER of NATIONAL MORTGAGE COMPANY, 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 company, he being authorized so to do.

GIVEN under my hand and Official Seal this, the ✓ th day of May, 1975.

✓ (SEAL)

✓ 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 4 o'clock 00 minutes P. M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 623 records of Deed Estate Trust Deed of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 339 PAGE 92
THIS 24 DAY OF May 19 85
T.D. Ferguson
CHANCERY CLERK By D.C.

625

FCA—M—404
Rev. 6-1-84

LAND DEED OF TRUST

WHEREAS, K.R. Treadway (Kenny) Treadway is/are indebted to the Oxford PRODUCTION CREDIT ASSOCIATION, of Oxford, MISSISSIPPI (hereinafter called Beneficiary), in the sum of _____ Dollars, for money loaned or to be loaned as evidenced by a promissory note(s) of even date herewith, payable as follows:

No. 1, for $ 2,500., due on ~~XXXXXXXX~~ 1/20/76; No. 5, for $_____, due on demand after_____;
No. 2, for $_____, due on demand after_____; No. 6, for $_____, due on demand after_____;
No. 3, for $_____, due on demand after_____; No. 7, for $_____, due on demand after_____;
No. 4, for $_____, due on demand after_____;

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said Note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date K.R. Treadway (Kenny) Treadway (hereinafter called Grantor, whether one or more), does hereby grant, bargain, sell, convey and warrant unto _____, Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

2.66 acres in the Northwest Quarter of Section 27, Township 3, Range 6, described as:

Beginning at the Northeast corner of the South ten (10) acres of the Northwest Quarter of said Section 27, in the center of Treadway Road; thence West 6.70 chains to a stake; thence South 3.97 chains to a stake; thence East to the center of Treadway Road; thence North with the center of said road to the point of beginning and being the same property described of record in Deed Book 108, Page 134. Land Deed Records, DeSoto County, Mississippi.

Grantor further covenants and agrees:

1. Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.

2. That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assigns may: (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

626

If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 888, Mississippi Code of 1942 and Section 111, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 9th day of May, 19 75

K.R. Kenny Treadway

K.R. (Kenny) Treadway

STATE OF MISSISSIPPI,

COUNTY OF Tate

Before me, the undersigned authority in and for said County, in said State, this day personally appeared the within named

K.R. (Kenny) Treadway

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 14th day of May, 19 75

(SEAL)

Bettye Moonyne Hadley
Notary Public

My commission expires November 14, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 00 minutes P. M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 625 records of Real Estate Trust Deed of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson CLERK

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

I certify that this Deed of Trust was filed for record in my office at 2:00 o'clock P. M., on the 16 day of May, 19 75, and was duly recorded the _____ day of _____, 19____, on page _____, Book No. _____ in my office.

WITNESS my hand and seal of this office, this _____ day of _____, 19____.

_____, Chancery Clerk

(SEAL)

_____, D. C.

L.W.+ L. Chg.

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

Byron W. Hodge and wife, Maxine R. Hodge

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 4th day of April, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 529 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 $ 32,900.00 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 12th day of May, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
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 12th day of May, 1975

My Commission Expires June 2, 1978

_____
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. 16 day of May, 1975, and that the same has been recorded in Book 185 Page 627 of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of May, 1975.

2.50

D. L. Ferguson, CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

William E. Carter and wife, Janice M. Carter

to G. L. Oates' , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 14th day of March, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 63 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 $ 42,000.00 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 12th day of May, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before ne, 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 12th day of May, 1975

My Commission Expires Aug. 2, 1975

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 16 day of May, 1975, and that the same has been recorded in Book 185 Page 628 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $ 2.50

_____, CLERK

629

CANCELLED BY AUTHORITY RECORDED IN BOOK 269 PAGE 188
THIS 6 DAY OF Feb. 19 81
D. H. Thompson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF Desoto

WHEREAS, Earnest McNeil and wife, Mary Lee McNeil

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
HOLDER

One Thousand Six Hundred and Thirty Five and Sixty-Six Cents DOLLARS

($ 1635.66) as evidenced by a promissory note, dated March 31, 19 75,

and due and payable in 25 installments of $ 1@75.66 24@65.00 each beginning May 10, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention 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 extention or renewal thereof, or any part thereof;

NOW THEREFORE, I,
hereby sell, convey, and warrant unto Jim Amos, Attorney, of Olive Branch, as Trustee, the
NAME OF TRUSTEE CITY STATE Miss
following described real property situated in Desoto County, State of Mississippi,
to-wit:

The North 17 3/4 acres of the following described land: Beginning at the southwest corner of the Southeast Quarter of Section 28, Township 1 South, Range 5 West: thence east 18 525/1000 chains: thence north to the half section line: thence west 18 and 525/1000 chains: thence south to the point of beginning. ALSO, the south 32 1/4 acres of the following described land: Beginning at the southwest corner of the northeast Quarter of Section 28, Township 1 South, Range 5 West: thence east 18 525/1000 chains: thence north to the section line: thence west 18 525/1000 chains: thence south to the point of beginning: LESS AND EXCEPT one acre in the southwest corner of the 17 3/4 acre tract described above, described as beginning at the southwest corner of said 17 3/4 acre tract: thence east 210 feet to a stake: thence north 210 feet to a stake: thence west 210 feet to a stake: thence south 210 feet to the point of beginning, leaving in the aggregate 49 acres, more or less. LESS AND EXCEPT the property described in those certain deeds recorded in Deed Book 90, Page 455: Deed Book 91, Page 218: Deed Book 113, Page 334 and Deed Book 113, Page 335 in the Office of the Chancery Clerk of Desoto County, Mississippi.

TO HAVE AND TO HOLD, the aforedescribed 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.

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The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS 2 signature(s), this the 31 day of March, 19 75

WITNESSES:

Jan Sullivan

Earnest McNeil

Mary Lee McNeil

STATE OF MISSISSIPPI

County Of DeSoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named Earnest McNeil & Mary Lee McNeil who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given unto my hand and official seal, this the 31 day of March, 19 75

MY COMMISSION EXPIRES: 7/23/75

Jan Sullivan
NOTARY PUBLIC

NOTARY PUBLIC SULLIVAN DESOTO

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, deposeth and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said HOLDER _____ and 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 30 minutes A. M. 16 day of May 1975, and that the same has been recorded in Book 185 Page 629 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of May 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

TRUST DEED

_____

TO

_____, Trustee

THE STATE OF MISSISSIPPI,
_____ County

I, _____, Clerk of the Chancery Court of _____ County, do hereby certify that the within named Trust Deed was filed for record in my office on the 16 day of _____, 1975 at 10:30 o'clock A. M., and that the same together with the certificate and acknowledgment, is now duly recorded in Book _____, page _____ of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the _____ day of _____, 19__

_____, Clerk

by _____, D. C.

3.00 pd Mon Mart, Inc.
P.O. Box
O.B.

631

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 20th day of April 19 68, made and executed by Walker Maurice Wallace and wife, Annie Laurie Wallace, Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 101 on page 184 of the Record of Trust Deeds, on the 22nd day of April, A. D. 19 68, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

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 6th day of May A. D. 19 75

[illegible]

My Comm. Expires Nov. 6, 1976

LAWYERS-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of May 1975, and that the same has been recorded in Book 185 Page 631 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Clarence D. Jaynes and wife, Helen K. Jaynes

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 7th day of April, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 525 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 $ 39,950.00 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 15th day of May, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
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 15th day of May, 1975

My Commission Expires Aug. 2, 1975

_____
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. 19 day of May 1975, and that the same has been recorded in Book 185 Page 632 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

LUTHER MORRIS JACKSON and wife, MARGARET P. JACKSON,

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

JOE L. KENNON and wife, JEWELL D. KENNON,

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 SEVEN AND 40/100********** DOLLARS ($ 7,507.40) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 7-1/4 per centum per annum ~~after~~ from date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Seven Thousand Five Hundred Seven and 40/100 Dollars ($7,507.40), bearing interest at the rate of 7-1/4% per annum from date, repayable in 154 monthly installments of $75.00 each and one (1) final monthly installment of $8.15, with the first installment being due and payable June 15, 1975, and one installment is due and payable on the 15th day of each consecutive succeeding month thereafter until all installments are paid. Said installments consist of principal and interest at the rate of 7-1/4% per annum.

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. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owners and holders of the note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot 2001, Section "I", in Southaven West Subdivision on Section 23, Township 1 South, Range 8 West, as shown on the plat recorded in Plat Book 3, Pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 246 PAGE 79
THIS 18 DAY OF July 1979
H. G. Ferguson
CHANCERY CLERK

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This is a SECOND DEED OF TRUST and is junior and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 111, at Page 140, which Deed of Trust was duly assigned to Philadelphia Savings Fund Society by instrument of record in Real Estate Trust Deed Book 111, at Page 397, both in the Office of the Chancery Clerk of DeSoto County, Mississippi, and which Deed of Trust was assumed by Joe L. Kennon by Warranty Deed of record in Book 108, at Page 577, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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.

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 convenant 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 15th day of May 19 75.

Luther Morris Jackson
LUTHER MORRIS JACKSON

Margaret P. Jackson
MARGARET P. JACKSON

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 LUTHER MORRIS JACKSON and wife, MARGARET P. JACKSON, 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 May 19 75.

My Commission Expires: April 9, 1979.

Edna E. Camp
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. 19 day of May 1975, and that the same has been recorded in Book 185 Page 633 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $5.00 pd

W. D. Ferguson, Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 245 PAGE 140
THIS 29 DAY OF June 19 79
H. U. Ferguson
CHANCERY CLERK

DEED OF TRUST

Kenneth W. Aldridge and wife, June L. Aldridge TO BANK OF MISSISSIPPI

In consideration of $10, in hand paid we convey and warrant to James E. Woods, trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Farm No. 60 of Smokey Hollow Farms containing 3.157 acres in Section 33, Township 3 South, Range 5 West, a plat of said Smokey Hollow Farms Division is recorded in the land records of said county in Plat Book 9, Pages 13, 14 and 15.

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:

($ 3,448.08) Three Thousand Four Hundred Forty Eight & 08/100 due and repayable in 24 equal amortized monthly payments of $143.67, the first payment due June 1, 1975 and one payment due on the same day of each month thereafter until paid in full.

Bearing interest at the rate of six (6%) per cent per annum from maturity 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 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 sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales 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 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 ____ day of ____ 19 ____ and recorded in Book ____ page ____ deeds and records ____ County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness our signatures, this the 29th day of April 19 75.

Kenneth W. Aldridge

James E. Woods

STATE OF MISSISSIPPI
County of DeSoto
Personally appeared before me A Notary Public in and for said county and state, the above named Kenneth W Aldridge + June L Aldridge and who acknowledged that ____ signed, sealed, and delivered the foregoing Trust Deed on the date named.
Given under my hand and seal of office, this 29th day of April, 19 75
My commission expires Nov 24, 1975
Linda C Perry
Notary Public

STATE OF MISSISSIPPI
I, the undersigned, Clerk of the Chancery Court of ____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of May 1975, and that the same has been recorded in Book 155 Page 636 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. U. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR valuable consideration, the receipt of which is hereby acknowledged, I, LEONARD L. BIGGS, Beneficiary of that certain Deed of Trust of record in Real Estate Trust Deed Book 139, Page 297 of the land records of DeSoto County, Mississippi, and being the holder of the Promissory Note secured by said Deed of Trust, do hereby sell, transfer and assign unto EVELYN BIGGS said Deed of Trust and the indebtedness secured thereby.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to enter an appropriate marginal notation upon said instrument reflecting the assignment thereof.

WITNESS MY SIGNATURE, this the 19 day of May, 1975.

Leonard L. Biggs
LEONARD L. BIGGS

STATE OF ~~TENNESSEE~~ Mississippi
COUNTY OF ~~SHELBY~~ DeSoto

This day personally appeared before me, the undersigned authority in and for said County and State, the within named LEONARD L. BIGGS, who acknowledged that he signed the above and foregoing Assignment of Deed of Trust 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 19th day of May, 1975.

My Commission Expires Jan. 7, 1978

Ellis M. Barbee
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. 19 day of May 1975, and that the same has been recorded in Book 185 Page 637 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

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ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is hereby acknowledged, I, LEONARD L. BIGGS, Beneficiary of that certain Deed of Trust of record in Real Estate Trust Deed Book 152, Page 295 of the land records of DeSoto County, Mississippi, and being the holder of the Promissory Note secured by said Deed of Trust, do hereby sell, transfer and assign unto EVELYN BIGGS said Deed of Trust and the indebtedness secured thereby.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to enter an appropriate marginal notation upon said instrument reflecting the assignment thereof.

WITNESS MY SIGNATURE, this the 21st day of April, 1975.

Leonard L. Biggs
LEONARD L. BIGGS

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 LEONARD L. BIGGS, who acknowledged that he signed the above and foregoing Assignment of Deed of Trust 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 21st day of April, 1975.

Lewis A. Donald Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 20, 1976

MY COMMISSION EXPIRES JUNE 20, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 45 minutes A. M. 19 day of May 1975, and that the same has been recorded in Book 185 Page 633 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D
No. 422 Book
1st Page 131
This the 1st day of Dec. 19 87
H.B. Ferguson D.C.
Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1217 PAGE 144
THIS 31 DAY OF May, 2000
W E Davis
CHANCERY CLERK
by D Cleveland DC

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, May 2, 1975
(Date)

by and between the undersigned Jerry W. Pirtle and wife, Mary J. Pirtle

residing in DeSoto County, Mississippi, whose post office address is Route 4, Hernando, Mississippi 38632,

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
5-2-75	$17,290.00	8-1/8%	5-2- 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of DeSoto:

Part of the Southwest Quarter of Section 21, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows: Beginning at a point 890 feet North of and 907 feet west of the southeast corner of the southwest quarter of the southwest quarter of said Section 21; thence South 6° 37' 27" east 95.0 feet to apoint; thence south 85° 00' 55" west 420 feet to a point in the centerline of Jay Bird Road; thence north 6° 37' 27" west 95.0 feet along said road centerline to a point, said point being in the south line of the Curtis tract; thence North 85° 00' 55" east 420.0 feet along said Curtis south line to the point of beginning and containing 0.92 acres, more or less. All bearings are magnetic.

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Subject to existing right of way easement for electric currents to Mississippi Power & Light Company, recorded in Book 41, Page 558 of the records of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Jerry W. Pirtle

Mary J. Pirtle

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a authority in and for said County and State, the within-named Jerry W. Pirtle and Mary J. Pirtle, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 2nd day of May, 19 75.

Faye G. Daniels
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: 8-11-76

Return to: FHA

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 25 minutes P. M. 19 day of May 1975, and that the same has been recorded in Book 185 Page 639 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 2 day of May 1975
Joel Walker Trustee

Attest
H. D. Ferguson Chancery Clerk
By D.C.

DEED OF TRUST

This indenture made this 12th day of ~~April~~ May, 1975, between Carley Pender and wife, Yvonne Pender 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 $ 2,000.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly insfallments of $ 40.56, ~~xxxxxx~~ one ~~xxxxxxxxxxxxxxxx~~, the first installment due the 15th day of July, 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 121 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.

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 Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Martha Dorjee

Carley Pender
Yvonne Pender
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Carley Pender and wife, Yvonne Pender, 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 12th day of April, 1975.

Dare N. Barker
Notary Public

My commission expires:
My Commission Expires July 25, 1976
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 19 day of May 1975, and that the same has been recorded in Book 185 Page 643 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Paid, & Cancelled
This 8th day of Feb 1980
DeSoto Title Co., Inc. Trustee
By Grace McDonald Lee
President
Attest:
H. G. Ferguson
Chancery Clerk
By D.C.

DEED OF TRUST

This indenture made this 12th day of May, 19 75, between Leo L. LaCombe

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 $ 9,680.00, evidenced by one promissory note of even date due and repayable in 120 equal monthly installments of $ 80.67, ~~and one installment of $ _____~~, the first installment due the 1st day of July, 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 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 283 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, _____.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Clara Ray

Leo L. LaCombe

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Leo L. LaCombe, 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 12th day of May, 19 75.

Jane M. Jackson
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 19 day of May 1975, and that the same has been recorded in Book 155 Page 644 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $ .50 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
596 PAGE 663
THIS 11 DAY OF August 19 92
W. E. Davis
Chancery Clerk
by B. Cleveland dc

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DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of May, 19 75, among the Grantor, Larry W. Anderson and wife, Jo Ann Anderson (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, Unifirst Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 1818, Jackson, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 818, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West as per plat thereof recordedin plat book 9, pages 42 and 43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-Seven Thousand FiveHundred 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 June 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

Magnolia Fed. Bank for Saving
Assignment of this instrument recorded in
Real estate T/D Book
No 510 Page 569
This the 12th day of June 90
W. C. Davis
by D. Taylor, D.C.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Larry W. Anderson —Borrower

Jo Ann Anderson —Borrower

2742 Woodburne Place

Southaven, MS 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 Larry W. Anderson and wife, Jo Ann Anderson 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 May A.D., 1975

My Commission expires:
9-25-78

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 645 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

Clerk's

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 288
THIS 22 DAY OF Oct 1975
W. D. Ferguson
CHANCERY CLERK

Subordination Agreement
Assignment of this Instrument Recorded in
Real Estate 12 Book
No. 189 Page 650
This the 25 day of Aug 1975
H. D. Ferguson Clerk

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

H. R. GARNER and wife, LOTTIE HOLCOMB GARNER,

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 FORTY-FIVE THOUSAND, ONE HUNDRED FORTY-SEVEN AND 95/100----------DOLLARS ($ 45,147.95) 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:

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Due and payable in ninety (91) days after date, at the rate of ten (10) percent per annum, as provided by note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot No. 8, Dixie Hills Estate Subdivision, Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19-21 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

Together with all improvements and appurtenances thereunto belonging.

(continued on next page)

Copyright Mississippi Bankers Association

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Lot 81, Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, and shown on the revised plat of said Subdivision, which is recorded in Plat Book 2, Pages 4 and 5 in the Office of the Chancery Clerk of DeSoto County, 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 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.

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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 19th day of May, 1975.

/s/ H. R. Garner
H. R. Garner

/s/ Lottie Holcomb Garner
Lottie Holcomb Garner

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 H. R. GARNER and wife, LOTTIE HOLCOMB GARNER, 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 19th day of May, 1975.

My Commission Expires: /s/ April 3 1979
My Commission Expires April 3, 1979

/s/ Noah B Hays
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 649 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $5.00 pd.

/s/ W. D. Ferguson Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 212 PAGE 481
THIS 14 DAY OF June 1977
H. G. 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 Mack Hightower and wife, Lucile Hightower of the first part, hereinafter designated as the Grantor, Dudley B. Bridgforth, Jr., 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 One Thousand Four Hundred Eighty Nine and 20/100----------DOLLARS ($1,489.20) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight (8) per centum per annum from ~~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 24 equal amortized monthly installments of $62.05 each, the first installment due on or before the 20th day of June, 1975 and one installment due on the same day of each month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or any part of said indebtedness as per the terms of the note. 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 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:

The East 25 acres of the South 50 acres of the Northeast Quarter of Section 1, Township 2, Range 7 West, LESS AND EXCEPT conveyance by Mack Hightower et ux, to Dudley B. Bridgforth, Jr. et al shown on deed of record in Deed Book 81, Page 54, conveying 8 acres more or less and LESS AND EXCEPT conveyance from Mack Hightower, et ux to Dudley B. Bridgforth, et ux, by deed book 73, Page 249, conveying 12 acres and LESS AND EXCEPT deed to George Hightower, et ux as shown on record in Deed Book 51, Page 290 conveying 1 1/3 acres, leaving in the aggregate, 3 2/3 acres.

Copyright Mississippi Bankers Association

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 convenant 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.

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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 16th day of May 19 75.

Mack Hightower

Lucile Hightower

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 Mack Hightower and wife, Lucile Hightower, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of May, 1975.

My Commission Expires: June 6 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 652 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 204183 (191301)

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 Morris Lee Scott and Wife, Mildred M. Scott (also known as Mildred Massey Scott) on February 9th, 19 71, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 6,800.00, which said deed of trust is of record in Deed of Trust Book 125, Page 247, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 13th day of May, 19 75.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Warner L. Bruner, Jr.
Its Senior Vice President

ATTEST:

By: Harry F. Beachm
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 Warner L. Bruner, Jr. and Harry F. Beachm who acknowledged that as Senior Vice President and Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 13th day of May, 1975.

(SEAL)

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 9:45 o'clock A. M. on the 20 day of May, 1975, and duly recorded in

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 655 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 191301 (204183)

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 Morris Lee Scott and Wife, Mildred Massey Scott on January 31st, 19 67, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 12,000.00, which said deed of trust is of record in Deed of Trust Book 93, Page 197, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 13th day of May, 19 75.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Warner L. Bruner, Jr.
Its Senior Vice President

ATTEST:

By: Harry F. Beacham
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 Warner L. Bruner, Jr. and Harry F. Beacham who acknowledged that as Senior Vice President and Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 13th day of May, 19 75.

(SEAL)

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 9:45 o'clock A M. on the 20 day of May, 1975, and duly recorded in

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
45 minutes A. M. 20 day of May 1975, and that the same has been
recorded in Book 155 Page 656 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 31, 1970, executed by Milton Schaeffer to George S. McIngvale and W. J. Ling, as Trustee(s), which Deed of Trust is recorded Trust Deed Book 120, Page 12, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Herman F. Haisch, Jr., as the lawful holder of the indebtedness secured by said Deed of Trust hereby releases and discharges the lien of said Deed of Trust as to the following described property located in DeSoto County, Mississippi, to-wit:

Part of the Northwest Quarter (NW¼) of Section 23, Township 1 North, Range 8 West, described as:

Beginning at a point in the southwesterly right of way line of U. S. Highway 51 South (50 feet from the center line) where said right of way line intersects the southerly line of a 101.12 acre parcel of land conveyed by Lillian R. Haisch, et al, to Milton T. Schaeffer, by Warranty Deed recorded in Deed Book 85, Page 455, in the Chancery Clerk's Office of DeSoto County, Mississippi; thence northwesterly along said right of way line 1330.57 feet to a point; thence in a southwesterly direction and perpendicular to said right of way line a distance of 99.62 feet for the POINT OF BEGINNING of the parcel of land to be hereby released; thence continuing in a southwesterly direction and perpendicular to said right of way line a distance of 125.38 feet to a point; thence in a northwesterly direction and parallel to said right of way line a distance of 31.60 feet to a point in the south line of a 1.86 acre tract of land conveyed to Milton T. Schaeffer, et al, by Edith A. Heuberger, by Warranty Deed recorded in Deed Book 89, Page 90, in said Clerk's Office; thence in an easterly direction along the line dividing the 101.12 acre tract and the 1.86 acre tract a distance of 129.30 feet to the point of beginning.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi, is hereby 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 not heretofore nor hereby released the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said owner and holder of the indebtedness has executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 19 day of March, 1975.

Eileen M. McNamara
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 18, 1978

Herman F. Haisch, Jr.
Herman F. Haisch, Jr.

658

STATE OF NEW JERSEY

COUNTY OF Monmouth

Personally appeared before me, the undersigned authority in and for said State and County, the within named HERMAN F. HAISCH, JR., 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 19th day of March, 1975.

Eileen M. McNamara

Notary Public

NOTARY PUBLIC OF NEW JERSEY

My commission expires: My Commission Expires Jan. 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 657 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of May 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 31, 1970 executed by Milton Schaeffer to George S. McIngvale and W. J. Ling as Trustee(s), which Deed of Trust is recorded in Book 120, Page 18, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Carl Myron Haisch, as the lawful holder of the indebtedness secured by said Deed of Trust hereby releases and discharges the lien of said Deed of Trust as to the following described property located in DeSoto County, Mississippi, to-wit:

Part of the Northwest Quarter (NW¼) of Section 23, Township 1 North, Range 8 West, described as:

Beginning at a point in the southwesterly right of way line of U. S. Highway 51 South (50 feet from the center line) where said right of way line intersects the southerly line of a 101.12 acre parcel of land conveyed by Lillian R. Haisch, et al, to Milton T. Schaeffer, by Warranty Deed recorded in Deed Book 85, Page 455, in the Chancery Clerk's Office of DeSoto County, Mississippi; thence northwesterly along said right of way line 1330.57 feet to a point; thence in a southwesterly direction and perpendicular to said right of way line a distance of 99.62 feet for the POINT OF BEGINNING of the parcel of land to be hereby released; thence continuing in a southwesterly direction and perpendicular to said right of way line a distance of 125.38 feet to a point; thence in a northwesterly direction and parallel to said right of way line a distance of 31.60 feet to a point in the south line of a 1.86 acre tract of land conveyed to Milton T. Schaeffer, et al, by Edith A. Heuberger, by Warranty Deed recorded in Deed Book 89, Page 90, in said Clerk's Office; thence in an easterly direction along the line dividing the 101.12 acre tract and the 1.86 acre tract a distance of 129.30 feet to the point of beginning.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi, is hereby 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 not heretofore nor hereby released the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said owner and holder of the indebtedness has executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 11th day of April, 19 75.

Carl Myron Haisch

660

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named CARL MYRON HAISCH, 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 11th day of April, 1975.

Rebecca Lilly
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 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 135 Page 659 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 31, 1970 executed by Milton Schaeffer to George S. McIngvale and W. J. Ling as Trustee(s), which Deed of Trust is recorded Trust Deed Book 120, Page 16, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Lilliam Haisch as the lawful holder of the indebtedness secured by said Deed of Trust hereby releases and discharges the lien of said Deed of Trust as to the following described property located in DeSoto County, Mississippi, to-wit:

Part of the Northwest Quarter (NW¼) of Section 23, Township 1 North, Range 8 West, described as:

Beginning at a point in the southwesterly right of way line of U. S. Highway 51 South (50 feet from the center line) where said right of way line intersects the southerly line of a 101.12 acre parcel of land conveyed by Lillian R. Haisch, et al, to Milton T. Schaeffer, by Warranty Deed recorded in Deed Book 85, Page 455, in the Chancery Clerk's Office of DeSoto County, Mississippi; thence northwesterly along said right of way line 1330.57 feet to a point; thence in a southwesterly direction and perpendicular to said right of way line a distance of 99.62 feet for the POINT OF BEGINNING of the parcel of land to be hereby released; thence continuing in a southwesterly direction and perpendicular to said right of way line a distance of 125.38 feet to a point; thence in a northwesterly direction and parallel to said right of way line a distance of 31.60 feet to a point in the south line of a 1.86 acre tract of land conveyed to Milton T. Schaeffer, et al, by Edith A. Heuberger, by Warranty Deed recorded in Deed Book 89, Page 90, in said Clerk's Office; thence in an easterly direction along the line dividing the 101.12 acre tract and the 1.86 acre tract a distance of 129.30 feet to the point of beginning.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi, is hereby 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 not heretofore nor hereby released the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said owner and holder of the indebtedness has executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 11th day of April, 1975.

Lillian R. Haisch
Lillian Haisch

662

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named LILLIAN HAISCH, who acknowledged that she 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 11th day of April, 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 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 661 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $3.00 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 31, 1970 executed by Milton Schaeffer to George S. McIngvale and W. J. Ling as Trustee(s), which Deed of Trust is recorded in Book 120, Page 20, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Steven Lynn Haisch as the lawful holder of the indebtedness secured by said Deed of Trust hereby releases and discharges the lien of said Deed of Trust as to the following described property located in DeSoto County, Mississippi, to-wit:

Part of the Northwest Quarter (NW¼) of Section 23, Township 1 North, Range 8 West, described as:

Beginning at a point in the southwesterly right of way line of U. S. Highway 51 South (50 feet from the center line) where said right of way line intersects the southerly line of a 101.12 acre parcel of land conveyed by Lillian R. Haisch, et al, to Milton T. Schaeffer, by Warranty Deed recorded in Deed Book 85, Page 455, in the Chancery Clerk's Office of DeSoto County, Mississippi; thence northwesterly along said right of way line 1330.57 feet to a point; thence in a southwesterly direction and perpendicular to said right of way line a distance of 99.62 feet for the POINT OF BEGINNING of the parcel of land to be hereby released; thence continuing in a southwesterly direction and perpendicular to said right of way line a distance of 125.38 feet to a point; thence in a northwesterly direction and parallel to said right of way line a distance of 31.60 feet to a point in the south line of a 1.86 acre tract of land conveyed to Milton T. Schaeffer, et al, by Edith A. Heuberger, by Warranty Deed recorded in Deed Book 89, Page 90, in said Clerk's Office; thence in an easterly direction along the line dividing the 101.12 acre tract and the 1.86 acre tract a distance of 129.30 feet to the point of beginning.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi, is hereby 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 not heretofore nor hereby released the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said owner and holder of the indebtedness has executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 11th day of April, 19 75.

Steven Lynn Haisch

Steven Lynn Haisch

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STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named STEVEN LYNN HAISCH, 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 11th day of April, 1975.

Rebecca Lee
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 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 185 Page 663 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 31, 1970, executed by Milton Schaeffer to George S. McIngvale and W. J. Ling as Trustee(s), which Deed of Trust is recorded in Trust Deed Book 120, Page 14, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Leslie Carl Haisch as the lawful holder of the indebtedness secured by said Deed of Trust hereby releases and discharges the lien of said Deed of Trust as to the following described property located in DeSoto County, Mississippi, to-wit:

Part of the Northwest Quarter (NW¼) of Section 23, Township 1 North, Range 8 West, described as:

Beginning at a point in the southwesterly right of way line of U. S. Highway 51 South (50 feet from the center line) where said right of way line intersects the southerly line of a 101.12 acre parcel of land conveyed by Lillian R. Haisch, et al, to Milton T. Schaeffer, by Warranty Deed recorded in Deed Book 85, Page 455, in the Chancery Clerk's Office of DeSoto County, Mississippi; thence northwesterly along said right of way line 1330.57 feet to a point; thence in a southwesterly direction and perpendicular to said right of way line a distance of 99.62 feet for the POINT OF BEGINNING of the parcel of land to be hereby released; thence continuing in a southwesterly direction and perpendicular to said right of way line a distance of 125.38 feet to a point; thence in a northwesterly direction and parallel to said right of way line a distance of 31.60 feet to a point in the south line of a 1.86 acre tract of land conveyed to Milton T. Schaeffer, et al, by Edith A. Heuberger, by Warranty Deed recorded in Deed Book 89, Page 90, in said Clerk's Office; thence in an easterly direction along the line dividing the 101.12 acre tract and the 1.86 acre tract a distance of 129.30 feet to the point of beginning.

The Clerk of the Chancery Court of the aforesaid County, State of Mississippi, is hereby 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 not heretofore nor hereby released the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said owner and holder of the indebtedness has executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 8 day of April, 19 75.

Leslie Carl Haisch

Leslie Carl Haisch

666

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named LESLIE CARL HAISCH, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this 8th day of April, 1975.

William W. Simmons III
Notary Public

My Commission Expires August 31, 1978

My commission expires: _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 135 Page 665 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $3.00 pd.

SEAL H. D. Ferguson, CLERK

667

PARTIAL RELEASE

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, COAHOMA NATIONAL BANK, Southaven, Mississippi, does hereby release from the lien of the Deed of Trust given by CHARLES TAYLOR REALTY, INC., to H. R. Garner, Trustee, for the benefit of COAHOMA NATIONAL BANK, Southaven, Mississippi, which Deed of Trust is dated December 14, 1972, and recorded in Deed of Trust Book 152, Page 249, 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. 14, Dixie Hills Estate, Section 36, Township 2, Range 7, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19-21, 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 152, Page 249, 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 19th day of May, 1975.

COAHOMA NATIONAL BANK,
Southaven, Mississippi

By: H.W. Williams, Loan Officer

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, R. D. HARPER, the Vice President 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 after being duly authorized so to do.

Given under my hand and Official Seal this the 19th day of May, 1975.

Notary Public

My Commission Expires: _____

My Commission Expires Jan. 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 19 day of May 1975, and that the same has been recorded in Book 185 Page 667 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Milton T. Schaeffer and Beauty P-M, Inc. to W. J. Ling, Trustee, for the use and benefit of Edith Heuberger, dated April 26, 1971, and recorded in/Book 128, page 27, 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 Edith Heuberger, 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 Edith Heuberger has hereunto set her hand (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 2nd day of April, 19 75

Edith Heuberger
Edith Heuberger

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named Edith Heuberger, who acknowledged that she 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 2nd day of April, 19 75.

Notary Public

My commission expires: August 3, 1977

~~STATE OF~~

COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named and , known to me to be the and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 20 day of May 1975, and that the same has been recorded in Book 135 Page 668 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of May 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK