CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 349
THIS 22 DAY OF Jan. 1976
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 577, 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 DeSoto County, Mississippi, 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: ($19,700.00) NINETEEN THOUSAND SEVEN HUNDRED & no/100 Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.'

as provided in promissory note of even date
bearing interest ~~at the rate of ____ 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 11th day of June 1975.

ATTEST:

Edward S. Yoste
Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C Perkins
Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively of P-Y, 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 11th day of June 1975.

Bobbie M. Bennett
Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 1 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 3.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 164
17 DAY OF Nov. 1975
H. T. Ferguson
CHANCERY CLERK

3

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 671, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred & no/100--- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly untill all principal and interest are paid in full.

bearing interest ~~at the rate of~~ as provided in promissory note of even date 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 11th day of June 1975.

ATTEST:

Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C. Perkins

Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively of P-Y, 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 11th day of June 1975.

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 10 o'clock 45 minutes A M., 18 day of June 1975, and that the same has been recorded in Book 187 Page 31 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 420
THIS 26 DAY OF Jan. 19 76
CHANCERY CLERK

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DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 672, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred & no/100--- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~xxxx

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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 11th day of June 19 75

ATTEST:

Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C. Perkins

Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively of P-Y, 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 11th day of June 1975

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 10 o'clock 45 minutes A. M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 55 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 673, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred & no/100---- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of _____ 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 11th day of June 1975

ATTEST:

Edward S. Yoste
Edward S. Yoste, Secretary-Treasurer

P-Y, INC.
By: Robert C Perkins
Robert C. Perkins, President

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively of P-Y, 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 11th day of June 1975

Bobbie M Boswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 17 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
196 PAGE 317
THIS 17 DAY OF Feb 1976
B. B. Ferguson
CHANCERY CLERK

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DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 677, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred & no/100----Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of [illegible] 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 11th day of June 1975

ATTEST:

Edward S. Yoste

Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C Perkins

Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer respectively of P-Y, 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 11th day of June 1975

Bobbie M. Boswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M., 16 day of June 1975, and that the same has been recorded in Book 187 Page 19 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 446
THIS 25 DAY OF Nov. 1975
H. G. Ferguson
CHANCERY CLERK

11

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 678, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred and no/100--- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of [illegible] 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 instaliment 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 11th day of June ,1975

ATTEST:

Edward S. Yoste
Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C Perkins
Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively of P-Y, 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 11th day of June 1975

Bobbie M Bedwell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 11 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
194 PAGE 255
THIS 11 DAY OF Dec 1975
W. B. Ingram
CHANCERY CLERK

13

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 679, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred and no/100- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

bearing interest as provided in promissory note of even date 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 11th day of June 19 75

ATTEST:

P-Y, INC.

Edward S. Yoste
Edward S. Yoste, Secretary-Treasurer

By: Robert C. Perkins
Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer respectively of P-Y, 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 11th day of June 19 75

Debbie M Braswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 87 Page 13 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 182
THIS 9 DAY OF Dec. 1975
H. L. Ferguson
CHANCERY CLERK

15

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 680, 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 DeSoto County, Mississippi, 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:

($ 19,700.00) Nineteen Thousand Seven Hundred and no/100-- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~[illegible]~~ 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.

16

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 11th day of June 1975.

ATTEST:

Edward S. Yeste, Secretary-Treasurer

P-Y, INC.

By: Robert C Perkins

Robert C. Perkins, President

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yeste, the President and Secretary-Treasurer, respectively, of P-Y, 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 11th day of June 1975.

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 10 o'clock 45 minutes A.M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 15 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 418
THIS 5 DAY OF May 19 76
CHANCERY CLERK

17

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 681, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred and no/100--- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of~~ 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.

18

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 11th day of June 1975.

ATTEST:

Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively, of P-Y, 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 11th day of June 1975.

Leslie M. Braswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 16 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY BOOK 199 PAGE 93
THIS 21 DAY OF April 1976
CHANCERY CLERK

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DEED OF TRUST

FOR VALUE RECEIVED, the undersigned P-Y, INC., a Tennessee 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 682, 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 DeSoto County, Mississippi, 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:

($19,700.00) Nineteen Thousand Seven Hundred and no/100-- Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of~~ 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 11th day of June 19 75

ATTEST:

Edward S. Yoste
Edward S. Yoste, Secretary-Treasurer

P-Y, INC.

By: Robert C Perkins
Robert C. Perkins, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert C. Perkins and Edward S. Yoste, the President and Secretary-Treasurer, respectively, of P-Y, 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 11th day of June 1975.

Bobbie M Brasswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 19 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 188 Page 329 This the 30 day of July 19 76. W. E. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 208 Page 570 This the 22 day of Feb 19 77 W. E. Ferguson Clerk

D-22631

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

DEED OF TRUST

PREPARED BY MORRIS WHITMAN, ATTY. 4041 Knight Arnold Road Memphis, Tenn. 38118

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 15th day of MAY , 1975 , by and between

LOWELL K. BAILEY AND WIFE, SUSAN G. BAILEY

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

, a corporation organized and existing under the laws of STATE OF TENNESSEE , having its principal office and post-office address at 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118 , hereinafter called the Beneficiary:

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

Lot 918, Section E, GREENBROOK SUBDIVISION, as shown on plat of record in Plat Book 9, Pages 44 and 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 23, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Note... in addition to and concurrent to the monthly install... interest and escrow for taxes and hazard insurance, a ... twelfth of the annual flood insurance premium as the ... the said premises requires flood insurance and same is a ... National Flood Insurance Act of 1968 or subsequent ... said sum to be held in escrow without liability on the p... of the indebtedness for interest thereon and to be used to ... insurance when due and payable. If the amount so held at ... be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said premium

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 SIX THOUSAND TWO HUNDRED AND NO/100---------- Dollars ($ 26,200.00------), with interest from date at the rate of SEVEN AND 3/4--- per centum (7&3/4-- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED EIGHTY SEVEN AND 85/100---------- Dollars ($ 187.85------), 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;

Recorded in Book No. 211 Page 315 This the 19 day of April 19 77 W. E. Ferguson Clerk

Recorded in Book No. 214 Page 394 This the 24 day of Jan 1994 W.E. Davis CHANCERY CLERK Judy Woodard, D.C.

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

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

Lowell K. Bailey
LOWELL K. BAILEY

Susan G. Bailey
SUSAN G. BAILEY

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY } ss:

Personally appeared before me M. Vallon, the undersigned Notary public in and for the said County, the within named LOWELL K. BAILEY and SUSAN G. BAILEY, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15th day of MAY, 1975

My Commission Expires July 2, 1975

M. Vallon

STATE OF MISSISSIPPI }
COUNTY OF DeSoto } ss:

I, H. G. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 2 o'clock P M., on the 17 day of June 19 75, and was recorded in Vol. 19, Record of Deeds, pages , on the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 0 minutes P M. 17 day of June 1975, and that the same has been recorded in Book 187 Page 21 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.
Fees $5.50 pd.
SEAL H. G. Ferguson, CLERK

GPO 943-297

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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 ALVIN C. JOHNSON

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 Five Thousand, Five Hundred Sixty-One and 40/100---------- DOLLARS ($5,561.40) 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:

The note is due and repayable in 60 monthly installments of Ninety-Two and 69/100 Dollars ($92.69) each, the first installment due on the 15th day of July, 1975 and one installment due monthly thereafter until paid in full.

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.

Maker will have a right to pay all or any part of the indebtedness before maturity without penalty.

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

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

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

4.2 acres in the Southwest Quarter of Section 8, Township 2, Range 7 described as BEGINNING at a point 819.1 feet south and 841.5 feet west of the northeast corner of the Southwest Quarter of Section 8, Township 2, Range 7; thence west 841.5 feet to a point; thence south 218 feet to a point thence east 841.5 feet; thence north 218 feet to the point of beginning, containing 4.2 acres, and being the west half of the land conveyed to Carbin F. Bullard by the Partition Deed recorded in Book 90, Page 526.

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled

This 20 day of Mar 19 80

The Hernando Bank

By A. L. Cowell Jr. Chairman

Attest

O. D. Farrington

Chancery Clerk

By O. W. McCown 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 heraby, 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 17th day of June 19 75.

Alvin C. 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 Alvin C. Johnson

who severally acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of June, 19 75.

My Commission Expires: 3-24-79

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 0 minutes P. M. 17 day of June 1975, and that the same has been recorded in Book 187 Page 24 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 5.00 pd.

W. D. Ferguson Clerk

Paid, Satisfied and Cancelled
This 14th day of Jan 1976.
Jim W. Amos
Trustee

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Attest
W. D. Ferguson
Chancery Clerk
By D. Wallace, D.C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between VAN D. WALDON AND WIFE, RAVENNA L. WALDON, AND ANITA M. LICHT

of the first part, hereinafter designated as the Grantor,

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

DON L. COTTAM AND WIFE, DOROTHY C. COTTAM of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of NINE THOUSAND AND NO/100---------- DOLLARS

($ 9,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 120 equal monthly installments of $114.01 each, the first of said installments being due and payable on or before the 15th day of July, 1975, with a like installment being due on or before the 15th day of each successive month thereafter until paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 317 in Section B of Lake O' The Hills Subdivision as shown on plat appearing of record in Plat Book 2, Pages 35-36 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said property being situated in Section 19, Township 3, Range 9 West.

And also an easement for ingress and egress in, over and across the North 10 feet of Lot 318.

The North 10 feet of Lot 318, except for the North 10 feet of said Lot 318 extending from high water li e back 20

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feet, in Section B of Lake O' The Hills Subdivision as shown on plat appearing of record in Plat Book 2, Pages 35-36 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said property being situated in Section 19, Township 3, Range 9 West.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 of the Mississippi Code of 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 June, 1975.

Van D. Waldon

Van D. Waldon

Ravenna L. Waldon

Ravenna L. Waldon

Anita M. Licht

Anita M. Licht

NOTARY PUBLIC DESOTO COUNTY

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 Van D. Waldon and wife, Ravenna L. Waldon and Anita M. Licht 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 June, 1975.

My Commission Expires: May 18, 1977

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 10 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 27 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 5.00 pd.

W. G. Ferguson Clerk

Paid, Satisfied and Cancelled

This 24 day of June 19 82

Floy Sowell Ackerman

30

Attest

W. D. Ferguson

Chancery Clerk

By T. E. Davis D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Don H. Deaton, Sr.

To { DEED OF TRUST

Floy Sowell Ackerman

THIS INDENTURE, Made this 17th day of June 19 75

between Don H. Deaton , Sr.

, of the first part,

and Floy Sowell Ackerman

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 Twelve Thousand Dollars ($12,000.00) evidenced by a promissory note of even date, bearing 6% interest from date, due and repayable in 72 equal monthly amortized installments of $198.88 each, first of said installments shall be due 7/15/75 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and agrees further agreed that the party of the second part may furnish the party of the first part during the year 19 not to exceed and the said 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 paid by George S. McIngvale of the first part 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, viz. ~~All of the agricultural products of every kind that may be on hand, and all 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 Quarterof Section 4, Township 4, Range 7 West more particularly described as follows, to-wit: COMMENCING at the Northwest Corner of Section 4, Township 4 South, Range 7 West; thence East along the North line of said Section 210 feet to the point of beginning; thence East 1,192.5 feet to a point; thence South 690.9 feet to a stake; thence West 1,380 feet, more or less, to a stake; thence North 270.1 feet to a point; thence East 210 feet to a point; thence North 420 feet to the point of beginning, LESS AND EXCEPT one acre as described in deed recorded in Deed Book 107, page 203 in the office of the Chancery Clerk of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Maker 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 party 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 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 ~~my~~ my signature the date written above. Don H. Deaton, Sr.

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Don H. Deaton, Sr.

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

Given under my hand and official seal, this 17th day of June 19 75

My Commission Expires: 5-1-78 (SEAL)

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,

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 June 1975, and that the same has been recorded in Book 187 page 30 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $2.50 pd.

SEAL W. D. Ferguson, CLERK

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

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

. 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

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

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

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

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

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

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

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

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

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

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

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

Francis Marvin Gilmer

Francis Marvin Gilmer

Janie Diane Gilmer

Janie Diane Gilmer

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 Francis Marvin Gilmer and Janie Diane Gilmer, 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 16th day of June, 19 75.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M., 18 day of June 1975, and that the same has been recorded in Book 187 Page 31 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.
Fees $5.50 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 204 PAGE 63.
THIS 20 DAY OF Sept 19 76.
H. D. Ferguson
CHANCERY CLERK

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T R U S T D E E D

THIS INDENTURE, made this the 18th day of June, 1975, between TEDDY R. HENDERSON, SR. and wife, EARLENE B. HENDERSON, Party of the First Part, and MRS. EDRA MAI BOWLING, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of EIGHT THOUSAND and NO/100 DOLLARS ($8,000.00), with no interest, repayable on or before Ten (10) years from date, or at the time the below described property is transferred from the name of Party of the First Part, which ever may occur first, 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 2964, Section N, Southaven West Subdivision, in Section 26, Township 1, Range 8, as shown on plat of said subdivision which is recorded in Plat Book 5, Pages 8 and 9, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 111, Page 308, 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 confided, 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 18th day of June, 1975.

Teddy R. Henderson Sr.
Teddy R. Henderson, Sr.

Earlene B. Henderson
Earlene B. Henderson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Teddy R. Henderson, Sr. and Earlene B. Henderson, 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 18th day of June, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1979

Bobbie M. Boswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 18 day of June 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 19 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Wayne T. Johnson, et ux

To { DEED OF TRUST

W. W. Dollahite, et ux

THIS INDENTURE, Made this 17th day of June, 19 75
between Wayne T. Johnson and wife, Carol L. Johnson
of the first part,
and W. W. Dollahite and wife, Patricia E. Dollahite of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Dollars ($5,000.00) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 120 equal monthly amortized installments of $60.67 each, first of said installments shall be due 8/1/75 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~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 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 may be 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 8, in McGowen Subdivision as shown by the revised plat thereof recorded in Plat Book 6, Page 47 in the office of the Chancery Clerk of said County in Section 24, Township 2, Range 9 containing 4 acres.

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 a deed of trust of even date to North Mississippi Savings and Loan Association.

Should the Trustee at any time believe said property, or any part thereof, undamaged 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 included, 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.

Witness _____

Witness _____

Carol L. Johnson

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Wayne T. Johnson and wife, Carol L. Johnson 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 June, 19 75

My Commission Expires: (SEAL)

Notary Public

By _____ Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

_____ 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 10 o'clock 30 minutes A. M., 18 day of June 1975, and that the same has been recorded in Book 187 Page 36 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 223 PAGE 182

THIS 29 DAY OF Mar 19 78

H. L. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 333 PAGE 67
4 DAY OF March 1985
H. B. Ferguson CHANCERY CLERK D.C.

Assignment of this Instrument Recorded in Real Estate T18 Book No. 299 Page 705
This the 5 day of July 1983
H. B. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of JUNE, 19 75, among the Grantor, WAYNE T. JOHNSON and wife, CAROL L. JOHNSON, (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:

Lot 8, in McGowen Subdivision as shown by the revised plat thereof recorded in Plat Book 6, Page 47 in the office of the Chancery Clerk of said County in Section 24, Township 2, Range 9 containing 4 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 Forty 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 July 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 managment 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.

Wayne Johnson
WAYNE T. JOHNSON —Borrower

Carol Johnson
CAROL L. JOHNSON —Borrower

Route #1, Box 431-A

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 WAYNE T. JOHNSON and wife, CAROL L. JOHNSON, 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 18th day of JUNE, A.D., 19 75.

My Commission expires:

Rebecca Lilly
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 18 day of June 1975, and that the same has been recorded in Book 181 Page 651 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 197 PAGE 383
THIS 18 DAY OF March 1976
B.D. Thompson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 196 PAGE 654
THIS 2 DAY OF March 1976
B.D. Thompson
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

Glenn E. Powell

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Citizens Bank of Byhalia of the third part, hereinafter designated as the Beneficiary.

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

Ten Thousand Two Hundred Fifty and no/100----------DOLLARS

($ *10,250.00*) evidenced by *my* promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of *10* per centum per *maturity* annum after *Sept. 17, 1975*, 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

County of DeSoto

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

80.143 acres situated in Section 21, Township 2 South, Range 5 West, being more particularly described as BEGINNING at the Northwest Corner of Section 21, Township 2 South, Range 6 West in DeSoto County, Mississippi; thence South 7° 14' 20.4" East along the West line of said Section 1122.80 feet to a point; thence North 83° 24' 17.2" East 40.0 feet to a point, said point being the Northwest Corner of the said tract and being the point of beginning; thence South 7° 14' 20.4" East along a line 40 feet East and parallel to the West line of said Section 566.79 feet to a point in the Northeast Right of way line of the Frisco Railroad; thence South 47° 59' 21" East along the Northeast Right of Way line of the Frisco Railroad 1271.83 feet to a point; thence North 84° 30' 34.7" East 1775.91 feet to a point; thence North 7° 12' 38.1" West 870.21 feet to a point in the West Right of Way line of Pigeon Roost Road; thence North 31° 34' 08.7" West along the West Right of Way line of Pigeon Roost Road, 496.16 feet to a point; thence South 83° 24' 17.2" West 59.35 feet to a point; thence North 7° 12' 38.1" West 170.69 feet

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to a point in the West Right of Way line of Pigeon Roost Road; thence North 26° 32' 16.1" West along the West Right of Way line of Pigeon Roost Road 64.01 feet to a point, said point being the Southeast Corner of a 10.202 acre tract; thence South 83° 24' 17.2" West along the South line of a 10.202 acre tract and 13,600 acre tract 2320.80 feet to the point of beginning.

This trust deed is executed by Robert E. Powell, Attorney in fact for Glenn E. Powell said power of attorney being recorded in Chancery Clerk's Office, DeSoto County, Mississippi and power of attorney and contracts book 41, page 203.

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 17th day of June, 1975.

GLENN E. POWELL Glenn E. Powell

BY: Robert E. Powell
ROBERT E. POWELL, ATTORNEY IN FACT

STATE OF MISSISSIPPI,
COUNTY OF Marshall

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Robert E. Powell as Attorney in Fact for Glenn E. Powell 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 17 day of June, 1975.

My Commission Expires: 7/1/77

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A M. 18 day of June 1975, and that the same has been recorded in Book 181 Page 41 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES M. MCKINNEY and wife, JEAN W. MCKINNEY,

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 FOUR HUNDRED FORTY-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 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 SIXTY-SEVEN AND 96/100 DOLLARS ($67.96) each, with the first of said monthly installments being due and payable on or before July 15, 1975, and one (1) 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 165, Page 114 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-Three (23), Township Two (2), Range Seven (7),
State of Mississippi, and more particularly described as follows, to-wit:

Lying and being situated in Section 23, Township 2, Range 7: Lot 15, of Section A, Revised, Lakewood Estates Subdivision, as found in Plat Book 2, Pages 1 - 3 of the land records of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

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Paid, Satisfied and Cancelled
This 31 day of Aug 19 75
The Hernando Bank
By J. P. Graham Jr. Chairman
H. D. Ferguson
Banking Clerk
By D. W. McCain, 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 ~~XXX~~ 89-1-55 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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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 13th day of June, 19 75.

James M. McKinney
JAMES M. MCKINNEY

Jean W. McKinney
JEAN W. MCKINNEY

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 M. MCKINNEY and wife, JEAN W. MCKINNEY, 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 June, 19 75.

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

Elaine M. Babb
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 0 minutes A.M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 94 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.
Fees $5.00 pd.
W. D. Ferguson, Clerk

47

DEED OF TRUST

MITCHELL NELSON AND RUTH NELSON to CITIZENS BANK, Byhalia, Miss.

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

TRACT 1. One (1) acre, more or less, in the Southwest Quarter of Section 7, Township 2, Range 5 West, described as beginning at the intersection of the south right of way line of U. S. Highway No. 78 and the East line of Pidgeon Roost Road, being about 340 feet more or less from West Line of Section 7; thence in a Southeasterly direction with the South right of way line of said Highway 325 feet to the North corner of the tract conveyed to E. L. Rikard by deed recorded in Book 40, page 419; thence in a Southerly direction with the North line of the Rikard Lot 220 feet to the west corner thereof; thence in a Northwesterly direction with Old Pidgeon Roost Road 454 feet to the point of beginning, containing 1 acre, more or less, and being the same land conveyed by S. A. Nelson and wife, to Mitchell Nelson and wife, Ruth O. Nelson by deed recorded in Book 49, page 471 of the land deed records of said County.

TRACT 2. Ten (10) acres, more or less, in the Northwest corner of the Southwest Quarter of Section 7, Township 2, Range 5 West, described as beginning at the Northwest corner of the Southwest Quarter of said Section 7; thence East on the North line of said Southwest Quarter 800 feet to a point; thence South 920 feet to a point in the North right of way line of the Frisco Railroad; thence in a Northwesterly direction with the North right of way line of said Railroad 1,100 feet to the West line of said Southwest Quarter; thence North with the West line of said Quarter Section 150 feet to the point of beginning, containing 10 acres, more or less, and being part of the land conveyed by Mrs. J. E. Birmingham to S. A. Nelson by deed recorded in Book 40, page 299 of the land deed records of DeSoto County, Mississippi.

In trust for the following purposes:

I. (A) To secure the payment of the following promissory note or notes in favor of CITIZENS BANK, Byhalia, Miss., (hereinafter called the bank) dated even herewith and due as follows: Our note due and payable for $2,446.56 on June 6, 1978 to Citizens Bank, Byhalia, Mississippi 38611. To be paid in 36 monthly installments of $67.96 and the first installment to begin July 6, 1975. Failure to pay any installment as and when due shall, at the option of the holder, mature the entire indebtedness.

Bearing interest at the rate of 6 per centum per annum from maturity together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor.

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent. interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements, and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all 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 sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

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

VI. This deed of trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____ 19___ and recorded in Land Deed of Trust Book _____ page _____ of the Chancery records of DeSoto County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness our signatures this the 6th day of June, 19 75.

Mitchell Nelson

Ruth Nelson

STATE OF MISSISSIPPI,
COUNTY OF MARSHALL } SS.

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

Given under my hand and seal of office this 6th day of June, 1975.

Helen L Edwards Notary Public

SEAL My Commission Expires: My Commission Expires Aug. 26, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 18 day of June 1975, and that the same has been recorded in Book 181 Page 47 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

43

RELEASE

In consideration of the full payment of all indebtedness mentioned in and secured by the certain deed of trust, executed by Carl L. Davis and Geraldyne to Jack H. Patrick, Trustee for the benefit of COMMERCIAL & INDUSTRIAL BANK, dated November 20, 1975 recorded in Book 122, Page 254, of the Records of Mortgages and Deeds of Trust on Lands in Desota County, Mississippi, which deed of trust and the indebtedness therein described and secured are now owned by the undresigned, the lein of said deed of trust is hereby released and discharged.

The indebtedness secured by said deed of trust has never been assigned by the undersigned to anyone and has now been fully paid.

The Clerk of the Chancery Court of said County, or any of his Deputy Clerks, is hereby authorized and directed to satisfy and cancel said instrument of record in his office.

Witness the signature and seal of the undersigned by its duly authorized officer, this the 16th day of June, 1975.

SOLMICA OF THE SOUTH

S A Faber

President

STATE OF Tennessee

COUNTY OF Shelby

On this 16th day of June, 1975, before me, the undersigned, a Notary Public within and for said State and County, duly qualified, commissioned and acting, appeared in person the within named S. A. Faber, to me personally well known, who stated that he is President of SOLMICA OF THE SOUTH, a corporation, and is duly authorized to execute the foregoing instrument for and in the name and on behalf of said corporation, further stated and acknowledged that he so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Witness whereof, I hereunto set my hand and official seal this 16th day of June, 1975.

James L [illegible]

Notary Public

My Commission Expires:

March 10, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 143 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

SUBSTITUTION OF TRUSTEE

BY VIRTUE of the authority vested in the undersigned, as owner and beneficiary in that certain Deed of Trust executed by Toy Wiseman and Gertrude W. Wiseman, his wife on the 6th day of August, 1963, to E. R. Edwards, Trustee, recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 71 at Page 623, the Undersigned beneficiary and owner of said Deed of Trust and indebtedness thereby secured, does hereby substitute, constitute and appoint John H. Fox, III, of Jackson, Hinds County, Mississippi, as Substituted Trustee in said Deed of Trust in the place and stead of E. R. Edwards, the original Trustee with all the powers in the execution of said trust as are vested in the original Trustee named therein.

IN WITNESS WHEREOF, the undersigned has executed this instrumen of writing on this, the 13th day of June, 1975.

(Seal)

MID STATE HOMES, INC.

BY: J. H. Kelly

J. H. Kelly, Vice President

ATTEST: Becky L. Mook

Becky L. Mook, Asst. Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared J. H. Kelly and Becky L. Mook well known to me to be the Vice President and Asst. Secretary of MID STATE HOMES, INC. named in the above Substitution of Trustee, and that they severally acknowledged the execution of the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and delivered the foregoing instrument for the purposes therein set forth.

Given under my hand and official seal, this 13th day of June, 19 75.

Alice R. Simpson

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires April 25, 1978.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 49 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of June 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

50

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 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 577, 671, 672, 673, 677, 678, 679, 680, 681, 682, 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 DeSoto County, Mississippi, 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 17th day of June, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Robert P. Watson, Vice Pres.

ATTEST:

J. H. Jennings, Assistant 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 J. H. Jennings, who acknowledged that as Vice President and Assistant Vice Pres., 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 H AND and seal of office, this the 17th day of June, 1975.

Joyce E. Johnson
Notary Public

My Commission expires: [illegible]
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 45 minutes A.M., 18 day of June 1975, and that the same has been recorded in Book 187 Page 150 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

51

o/r ok.

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 June 19 74, made and executed by RALPH BETHAY and wife, GENEVA BETHAY 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. 176 on page 552 of the Record of Trust Deeds, on the 19th day of June, A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THE HERNANDO BANK
Hernando, Mississippi

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., the President of THE HERNANDO BANK, Hernando, Mississippi, 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 17th day of June, A. D. 19 75.

(SEAL)

My Commission Expires May 7, 1977

_____
NOTARY PUBLIC

My Commission Expires: _____

LAWYERS-GREENWOOD, MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 18 day of June 1975, and that the same has been recorded in Book 187 Page 511 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

52.

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,- Horn Lake Branch, of Horn Lake, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 20th day of February 19 75, made and executed by RALPH BETHAY and wife, GENEVA BETHAY, 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. 183 on page 513 of the Record of Trust Deeds, on the 28th day of February, A. D. 19 75, is now fully paid and satisfied; and The Hernando Bank does ~~he~~ 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- Horn Lake Branch
Horn Lake, Mississippi

By: _____
(Name) A. S. Ballard, Jr. President
(Title) of The Hernando Bank

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, (Name) A. S. Ballard, Jr., the (Title) President of THE HERNANDO BANK, Horn Lake Branch, Horn Lake, Mississippi, 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 17th day of June, A. D. 19 75.

(SEAL) My Commission Expires May 7, 1977

Beverly B Scott
NOTARY PUBLIC

My Commission Expires:

LAWYERS-GREENWOOD 37644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M., 18 day of June 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 19 day of June 1975.
Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 302 PAGE 558
THIS 25 DAY OF Aug 1983
H. D. Ferguson
CHANCERY CLERK

53

DEED OF TRUST

Freddie M. & Martha L. May TO THE PEOPLES BANK & TRUST COMPANY

In consideration of $10, in hand paid we convey and warrant to Mr. W. P. Mitchell trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Lot 1428, Section D, Southaven West Subdivision, in Section 22, Township I South, Ragge 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 25 and 26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a second mortgage, the first being to National Mortgage for approximately $12,000.00.

This is the first lien on the above described property except: National Mortgage

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of THE PEOPLES BANK & TRUST COMPANY of Tupelo, Mississippi, dated even herewith and due as follows:

($ 6,300.60 Sixty-three hundred & 60/100- - - - - - - - - - Dollars due 6-3- 19 85
($) Dollars due 19
($) Dollars due 19
($) Dollars due 19
($) Dollars due 19

Bearing interest at the rate of 10 per cent per annum from maturity together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now or hereafter (within the period of four years from the date hereof) 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 guarantor.

(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 sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the 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 3rd day of June, 19 75

Freddie M. May

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, undersigned authority in and for said county and state, the above named Freddie M. & Martha L. May who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 3rd day of June, 19 75

My commission expires 10-22-78

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 11 day of June 1975, and that the same has been recorded in Book 187 Page 53 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

54

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

Robert W. Wadsworth and wife, Gayle B. Wadsworth

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 16th day of May, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 185 at Page 607 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 34,900.00 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 June, 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 June, 1975

My Commission Expires Aug. 2, 1978

NOTARY PUBLIC

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 16 day of June 1975, and that the same has been recorded in Book 187 Page 34 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

55

CANCELLED BY AUTHORITY RECORDED IN BOOK
301 PAGE 318
THIS 2 DAY OF August 1983
H. D. Ferguson
CHANCERY CLERK

This Instrument prepared by: H H McKnight Attorney 99 N. 3rd Street, Memphis Tenn

DEED OF TRUST

This Indenture Made and entered into this 27 th day of May 1975

by and between

William Tracy
&
Marie B. Tracy

of the first part, and

Maurice J. McGehee, Attorney

Trustee, of the second part,

WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Desoto County, Miss.,

To wit:
457 Cedar Hill Lane, Olive Branch, Desoto County, Miss:

Lot 7 of Mirrow Lake S/D situated in Section 28, Township 1, Range 6 West, as per plat in Plat Book 1, Page 5, Cahncery Court Clerk"s Office of Desoto County, Mississippi and being more particularly described as: Beigining at an iron pipe in the South line of Cedar Hill Road, said point of begining the Northwest corner of Lot 8; thense Southwestwardly 163.4 feet with West Line of Lot 8 to an iron pipe; thence Southwestwardly 48.5 feet to an iron pipe; thence Northwestwardly 60.0 feet to an iron pipe in the East Line of Lot 6 of said Subdivision; thence Northwardly 174.6 feet with the East line of Lot 6 to an iron pipe in the South Line of Cedar Hill Road to an iron pipe; thense Southwestwardly 70.2 feet with the South line of Cedar Hill Road to the point of begining.

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 aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

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

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part are justly indebted to M & M Bail Bond Company or the holder of the notes hereinafter mentioned, in the sum of One Thousand dollars **********($1,000.00) Dollars, evidenced by

Said Company is making a Criminal Bond for Donna Sheridan who is charged with the offense of Burglary 3rd.L R & C S P and the purpose of this instrument is to indemnify said company against any loss it may sustain in making this Bond in the amount of $1,000.00
It is further agreed that if and when defendant Donna Sheridan makes his/her appearance in the Criminal Court of Shelby County, Tennessee on the above named charge and when said Company is released of all liability on said Bond and when all debts, fees, expenses or other obligations due on indemnity contract signed and dated May 27, 1975 are paid in full, then this instrument is null and void.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than $_____ against fire_____ in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

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upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quitclaim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fees of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this deed of trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of $_____ per month, commencing with the date of delivery of the Trustee's deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

W. T. Tracy Jr.

Marie B. Tracy

STATE OF TENNESSEE, COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared _____ and _____, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the _____ President, and the Secretary of _____, the within named bargainor, a corporation; and that they, as such _____ President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said _____ subscribing thereto the name of the corporation, by himself as such _____ President, and by the said _____ affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this _____ day of _____, 19 ____

MY COMMISSION EXPIRES: _____

_____ Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY }

On this 27 th day of May, 19 75 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared W. T. Tracy, Jr., & Marie B. Tracy to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written. My commission expires: April 11, 1979

_____ Notary Public.

State Tax . . . . $_____ STATE OF MISSISSIPPI
County of Desoto { Reg. No.

Clerk's Fee . . . . $_____ Filed for Registration 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 56 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

This Instrument prepared by: H H McKnight atty 99 N 3rd Memphis Tenn

DEED OF TRUST

This Indenture Made and entered into this 10 day of May 1975

by and berween

Roy and Helen Kelly

Maurice McGehee - Trustee

of the first part, and Trustee, of the second part,

WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in DeSoto County, Mississippi, to-wit:

Lot 2950 Section N, Southaven West Division as per plat thereof appearing in record in Plat Book 5 pages 8 and 9 in the Office of the Chancery Clerk of DeSoto County Mississippi. Book 99 page 179

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 seised in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

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

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part are justly indebted to M&M Bail Bond Co or the holder of the notes hereinafter mentioned, in the sum of One thousand dollars($1,000.00) Dollars, evidenced by

Said company is making a criminal appearance bond for Johnny Roy Kelly who is charged with the offense of Larceny and the purpose of this instrument is to indemnify said company against any loss it may sustain in making this bond in the amount of $1,000.00

It is further agreed that if and when the above named party makes his appearance in the Criminal Court of Shelby County Tennessee on the above named charges, and when said company is released of all liability on said bond, and when all debts, fees//, expenses or other obligations due on indemnity contract signed and dated 5-10-75 are paid in full; then this instrument is null and void

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than $..... against fire..... in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

CANCELLED BY AUTHORITY RECORDED IN BOOK 283 PAGE 587
THIS 20 DAY OF May 19 82
H. D. Ferguson
CHANCERY CLERK

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upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quitclaim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fees of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this deed of trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of $_____ per month, commencing with the date of delivery of the Trustee's deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

Ray F. Kelly

Helen M. Kelly

STATE OF TENNESSEE, COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared _____ and _____, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the _____ President, and the Secretary of _____, the within named bargainor, a corporation; and that they, as such _____ President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said _____ subscribing thereto the name of the corporation, by himself as such _____ President, and by the said _____ affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this _____ day of _____, 19 ____

MY COMMISSION EXPIRES: _____

_____
Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY }

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On this 10th day of May 1975, 19____ before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Roy and Helen Kelly to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that __they__ executed the same as __their__ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written. My commission expires: April 10 1979

James H. Swan Jr.
Notary Public.

State Tax . . . . $_____ } Reg. No.

Clerk's Fee . . . . ¢ Filed for Registration _____, 19 ____, at _____ o'clock ____ M. and noted in

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 57 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 268
THIS 19 DAY OF Nov. 1975
CHANCERY CLERK

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 5th **day of** June **19**75
by and between Alvin E. Gilless

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
Seven Thousand Six Hundred and Forty Seven and 00/100---------- **DOLLARS**
($ 7,647.00), **evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:**

Payable in sixty (60) equal monthly installments in the amount of $127.45, the first being due and payable July 10, 1975 and a like amount due and payable on the 15th of each month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or part of the indebtedness on or before the due date without penalty. A failure to make any installment shall operate to cause the entire unpaid balance to become immediately due and payable at the option of the owner and holder of the note.

said note bearing interest from maturity **at the rate of** ten (10) **per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;**

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, 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 110, Section "A" REvised Southaven Subdivision in Section 14, Township 1 South, Range 8 West as per plat thereof recorded in plat book 2, pages 4-5 in the office of the Chancery Clerk of 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 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 promissary 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.

Alvin E. Gilless

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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

Alvin E. Gilless

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 5th day of June 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

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 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes A M. 19 day of June 1975, and that the same has been recorded in Book 87 Page 59 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 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 March 16,1972 executed by Wallace E.Johnson Enterprises, Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims as Trustee (s) for First National Bank of Memphis, Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 344, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

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

IN WITNESS WHEREOF the said First National Bank of Memphis, Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 9th day of June; 19 75.

ATTEST:

Linda Powell
MORTGAGE OFFICER

FIRST NATIONAL BANK OF MEMPHIS

By _____
ASSISTANT 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 B. Mott Jones Jr. Linda Powell & MORTGAGE OFFICER who acknowledge that as ASSISTANT VICE PRESIDENT respectively, for and on behalf of and by authority of FIRST 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 9th day of June, 19 75.

Linda S. Smith
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 10 o'clock 0 minutes A. M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 63 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

67

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 WALLACE E. JOHNSON ENTERPRISES, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 31st, 19 74, and duly recorded in Book 470 at Page(s) 176 of your records.

WITNESS the signature of the corporation, this the 4th day of June, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Jerry Jackson
Jerry Jackson, 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, Jerry Jackson and B. J. Renfrow, known to me to be the 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 4th day of June, A.D., 19 75.

Carrie D. Bolls
NOTARY PUBLIC

My commission expires:
My Commission Expires Aug. 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 64 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
304 PAGE 303
THIS 26 DAY OF Sept. 19 83
W. D. Ferguson
CHANCERY CLERK

65

STATE OF MISSISSIPPI
COUNTY OF DE SOTO
_____ Judicial District

Deed of Trust

WHEREAS, the undersigned, hereinafter called Grantor (s), is justly and truly indebted to

CHARLES E. HUMPHREYS _____

_____

in the sum of One Hundred Forty-Eight Thousand ----- ----.- Dollars ($ 148,000.00)

as evidenced by a promissory notes of even date herewith, bearing interest at the

rate of 8 % per cent per annum from June 1, 1975 until May 30, 1987

and payable in twelve annual installments of Nineteen Thousand Six Hundred Fifty

Dollars ($19,650.00) each, with the first payment commencing on the 30th day of

April, 1976, and continuing on the 30th day of April each consecutive year there-

after until paid in full on the 30th day of April, 1987, in a final installment

of $19,438.65.

said note further providing that if placed in the hands of an attorney for collection or if action be instituted thereon, all costs and expenses of such collection or action, including attorney's fees of ten per cent of the total amount found due shall be paid by Grantor (s); and

WHEREAS, Grantor (s) desires to secure: (A) payment of the indebtedness evidenced by said promissory note or notes, and any extension or renewal thereof, in whole or in part; (B) payment by Grantor (s) of any other or further indebtedness to Grantee resulting from additional monies loaned or credit extended; (C) payment by Grantor (s) as herein provided, of all sums expended or advanced by Grantee pursuant to any term or provision hereof; and (D) performance of each covenant and agreement of Grantor (s) herein contained;

THEREFORE, and in further consideration of the sum of One Dollar ($1.00) cash in hand paid, Grantor (s) hereby sells, conveys and warrants to Dudley Bridgeforth, , Trustee, the following described property, together with the improvements thereon and the rights, easements, hereditaments and appurtenances thereunto belonging, situated in the City of

xxxxxxxxxxxxxxxxJudicial Districtx County of De SOTO , State of Mississippi, to wit:

See the description in attachment "A" which is made a part hereof as if fully stated herein in words and figures.

66

AND GRANTOR (S), COVENANT (S), AGREE (S), AND DECLARE (S) HEREBY:

1. That Grantor(s) shall pay said promissory note or notes pursuant to the terms and provisions thereof, and shall pay all other sums of money hereby secured promptly when the same severally become due and payable hereunder, and shall perform fully, promptly and without demand all covenants, agreements and obligations upon the part of the Grantor(s) to be performed hereunder;

2. That this deed of trust shall secure payment, at such time and in such manner as may be agreed upon, of any other or further indebtedness incurred by Grantor(s) as a result of additional monies loaned or credits extended by Grantee or any subsequent owner or holder of the note or notes hereinabove described;

3. To pay immediately when due and payable all taxes, assessments, charges and encumbrances which affect said property or the indebtedness hereby secured, and to promptly submit evidence of such payment satisfactory to Grantee;

4. That Grantor(s) shall provide and maintain, at his own expense, at all times while any of the indebtedness hereby secured remains unpaid and deliver promptly to Grantee the policy or policies covering same, fire and extended coverage insurance on the buildings and improvements situated on the above described property in an amount equal to the unpaid and outstanding indebtedness hereunder, or, in the event such an amount cannot be obtained, then in the highest amount obtainable, all with loss clause thereunder payable to Grantee;

5. That Grantor(s) shall not commit, permit or suffer waste of said property and shall keep and maintain same in good condition and repair, and shall promptly make, at his own expense, such repairs as Grantee may from time to time require, Grantee being hereby made the sole judge of the necessity therefor;

6. That Grantee, or any subsequent owner or holder of the indebtedness hereby secured is hereby authorized, at any time, and without notice, to revoke the authority of the Trustee herein named or any substitute Trustee, and appoint and substitute another Trustee who shall have and exercise all the rights, powers and privileges conferred on the Trustee herein named;

7. That Grantor(s) will pay all costs in connection with the cancellation of this deed of trust;

8. It is agreed between the parties hereto that the indebtedness secured by this deed of trust shall become due and payable forthwith at the option of the beneficiary if the Grantors shall convey away said premises or if the title hereto shall become vested in any other person or persons in any manner whatsoever.

9. The Grantors hereby assign to the beneficiary any and all rents on the premises covered hereby and authorize the beneficiary 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 same for the account of the Grantors, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

THIS CONVEYANCE IS IN TRUST. If Grantor(s) shall promptly pay the amounts herein agreed upon to be paid as they become due, together with any additional amounts which may be loaned or advanced under the provisions hereof, and keep and perform all covenants and obligations herein assumed, then this instrument shall become null and void. In the event of default by Grantor(s) for a period of one month in making any payment under said promissory note or notes, or any extension or renewal thereof, or in making payment as herein provided of any other indebtedness hereby secured, or should default be made in the performance of any other covenant or obligation of Grantor(s) herein contained, then at the request of Grantee or any subsequent owner or holder of the indebtedness hereby secured, the within named Trustee, or any substitute Trustee, shall sell said property to satisfy the unpaid indebtness hereby secured after first giving notice, as provided by Section 883 of the Mississippi Code of 1942, and amendments thereto, if any, of the time, place and terms of sale, together with a description of the property to be sold; said sale may be held on any day of the week, except Sunday, selected by the within named Trustee, or any substitute Trustee, and from the proceeds of said sale the costs of foreclosing this deed of trust, including an attorney's fee of ten per cent of the amount then remaining unpaid, shall first be paid; next, the amount of said indebtedness then remaining unpaid, and, lastly, any balance remaining shall be paid to the Grantor(s).

WITNESS our Signature (s) this 1st day of June 19 1975

WRIGHT & FERGUSON INSURANCE COMPANY

By: Donald F. Santa Cruz, Jr.
Donald F. Santa Cruz, Jr.

Hollis W. Knight
Naomi Knight
James C. Maxey
Donald F. Santa Cruz Jr

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned officer in and for the above jurisdiction, the within named Hollis W. Knight, Naomi Knight, James C. Maxey, Donald F. Santa Cruz, Jr., and Donald F. Santa Cruz, Jr., for Wright & Ferguson Insurance Company, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned., with Donald F. Santa Cruz, Jr. being fully authorized to act on behalf of the said corporation.

Given under my hand and official seal, this 10th day of June, 19 75.

Gerald A. Blessey
Signature

Notary Public
Title

My Commission expires September 2, 1978

Attachment "A"

A parcel of land being a part of Section 14, Township 1 South, Range 8 West in DeSoto County, State of Mississippi, more particularly described as beginning at a point in the northeasterly right-of-way line of U. S. Highway 51 at the intersection of the southeasterly line of a fifty foot (50') wide easement for ingress and egress known as Forrest Drive; thence northeastwardly along the said southeasterly line of Forrest Drive and at an interior angle of 90° thirty-five and nine-tenths feet (35.9') to a point; thence east at an interior angle of 147°3' two hundred seventy-one and six-tenths feet (271.06') to a point; thence southwardly at an interior angle of 94°2' one hundred eighty-seven and three-tenths feet (187.3') to a point; thence westwardly at an interior angle of 86°6' two hundred five and fifty-two hundredths feet (205.52') to a point in the northeasterly line of U. S. Highway 51; thence northwestardly along the northeasterly line of said highway two hundred feet (200') to the point of beginning, being one and eleven hundredths (1.11) acres, with all improvements thereon and all rights and appurtenances thereto belonging.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M, 14 day of June 1975, and that the same has been recorded in Book 189 Page 65 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $4.00 pd.

SEAL H. H. 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 Southaven Land Company, Inc.

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 26th day of July 19 72 made and executed by Charles E. Humphreys and wife, Helen N. Humphreys of Memphis, Tennessee to Southaven Land Company, Inc. the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 145 on page 613 of the Record of Trust Deeds, on the 2nd day of August A. D. 19 72 is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

SOUTHAVEN LAND COMPANY, INC.

By President: Fred E. Jones

STATE OF Tennessee

Shelby County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public in and for County and State aforesaid Fred E. Jones, President Southaven Land Co., Inc. 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 June A. D. 19 75

Joyce G. Waterman

My Commission Expires July 10, 1978

TIMES-PROMOTER PRINT

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 19 day of June 1975, and that the same has been recorded in Book 167 Page 68 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 29th day of August 1983
Trustee

Attest
H. D. Ferguson
Chancery Clerk By: F. E. Davis, D. C.

69

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

RUDOLPH RUSSELL and wife, RACHEL RUSSELL,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

EDWARD EARL MILAM, of the third part, hereinafter designated as the Beneficiary.

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

EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

($ 18,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of (7%) seven 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: in seven (7) annual principal installments of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($2,400.00) each, and one (1) final annual principal installment in the sum of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($1,700.00), with the first of said annual principal installments being due and payable on or before June 15, 1976, and one (1) of said annual principal installments being due and payable on or before the same day of each consecutive year thereafter, until all of said principal indebtedness shall be paid in full, with interest from date at the rate of seven percent (7%) per annum, said interest on the unpaid principal balance payable annually with each of said annual installments.

Makers shall have the right to pay all or any part of the indebtedness before maturity without penalty. However, no principal reduction exceeding SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00) will be accepted during the years of 1976 and 1977.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 Eighteen (18), Township Three (3), Range Nine (9) West,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 13 of Woodland Lake Subdivision as recorded in Plat Book 1, Pages 15A, 15B and 15C of record in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description, together with a proportionate part of the lake known as Woodland Lake and a proportionate part of the dam site.

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 ~~XXX~~ 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13th day of June, 19 75.

Rudolph Russell
RUDOLPH RUSSELL

Rachel Russell
RACHEL RUSSELL

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 RUDOLPH RUSSELL and wife, RACHEL RUSSELL, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13th day of June, 19 75.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock A.M. minutes, 14 day of June 1975, and that the same has been recorded in Book 187 Page 69 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $ 5.00 pd.
H. D. Ferguson Clerk

77

CANCELLED BY AUTHORITY RECORDED IN BOOK
266 PAGE 261
THIS 21 DAY OF Nov. 1980
W. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

LARRY WEATHERS, ET UX,
Grantors

To { DEED OF TRUST

W.E. WILROY, TRUSTEE FOR LEOLA MILLS DROKE,
Beneficiary

THIS INDENTURE, Made this 14 day of June 19 75
between Larry Weathers and wife, Jeanie E. Weathers, parties
of the first part,
and Leola Mills Droke, party (also known as Leola Droke Riley) 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 Ten thousand dollars ($10,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 7% per annum from maturity, repayable in 199 monthly payments of $85.00 each and one final payment of $26.10, with the first monthly payment being due and payable on or before July 1, 1975, and one payment is due and payable on or before the 1st day of each consecutive succeeding month thereafter until all payments are paid. Payments 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 parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by W.E. Wilroy Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that~~ may be now on hand, and all the crops of every kind to be grown by ~~and~~ ~~Lastly, or any lands working with or under either as landlord sentenant or otherwise during the year 19 or the next that~~ may cultivate; or cause to be cultivated, as landlord or tenant and all ~~farming implements of every kind and~~

A certain tract of land in the East Half of Section 12, Township 3, Range 8 West, described by metes and bounds as follows: Begin at a stake in the west boundary line of Fed. Highway #51 at a certain point, said point also being the northeast corner of the Leola Droke Riley tract of land described in that certain deed from M.C. Whitten of date October 2, 1965, of record in Book 63, Page 317 of the Deed records of DeSoto County, Mississippi; thence west along the north line of said Droke tract 282 feet to a point which point is identified as being 2 feet west of the north-south fence at its point of intersection with the east-west fence running along the north line of the Droke tract and south line of the Johnson tract; thence west 62 feet to the northeast corner of the Wesley Blaylock tract as shown by deed of date February 26, 1975, of record in Book 116, Page 463; thence in a southerly direction along the Blaylock east line and Droke west line 84.41 feet to the point of beginning of the herein conveyed tract of land; thence continuing in a southerly direction 81 feet, more or less, to a point in the J.R. Barber north line; thence in a westerly direction along the Barber north line 172 feet, more or less, to the centerline of Old Highway 51; thence in a northerly direction along the centerline of old Highway 51 to the southwest corner of the said Blaylock tract; thence in an easterly direction along the Blaylock south line 198 feet, more or less, to the point of beginning.

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.

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

Witness our signature, the date written above.

Larry Weathers

Jeanie E. Weathers

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Larry Weathers and wife, Jeanie E. Weathers, 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 14 day of June 75

MY COMMISSION EXPIRES: 2-11-76 (SEAL)

Faye G. Daniels
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 9 o'clock 30 minutes A M, on the 14 day of June 1975, and that the same has been recorded in Book 187 Page 72 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL W. D. Ferguson, CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

BILLY R. MYERS and wife, CHARLOTTE A. MYERS,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated June 6, 1975, securing a note in the sum of $ 32,800.00 recorded in Book 186, Page 424, 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 10th day of June, 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 10th day of June, 19 75.

Marguerite Jacqueline Neese
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., 14 day of June 1975, and that the same has been recorded in Book 187 Page 73 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

74

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

RONALD ROSS STRADER and wife, MARY BRYAN STRADER,

to C. B. Henley, Trustee, for the Benefit of Bailey Mortgage Company, dated June 6, 1975, securing a note in the sum of $ 33,250.00 recorded in Book 186, Page 421, 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 10th day of June, 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 10th day of June, 19 75.

Margaret Jacqueline Moore
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. 13 day of June 1975, and that the same has been recorded in Book 187 Page 74 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 203 Page 455
This 27 day of Aug 1976
W. D. Ferguson Clerk

75

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 5th day of June, 19 75,
by and between Richard C. Steiger and wife, Francis Steiger

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
Two Thousand Seven Hundred Forty-Nine and 44/100---------- DOLLARS
($ 2,749.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Payable in Twenty-four equal monthly installments of $114.56, the first installment being due and payable July 5, 1975 and a like amount due and payable on the 5th 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 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 owner and holder of the note.

said note bearing interest from maturity at the rate of ten (10) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, 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 51 Section "A" DeSoto Woods Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof recorded in the plat book 5, pages 26 in the office of the Chancery Clerk of DeSoto County, MIsisssippi.

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.

Richard C. Steigh

Frances Steigh

78

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard C. Steiger and wife, Frances Steiger

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 June 19 75

A P Bridgeforth 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.

5.00 bal

RETURN TO
Mrs Ira R. Bay Attn.
P.O. BOX 847
SOUTHAVEN, MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock minutes A M. 14 day of June 1975, and that the same has been recorded in Book 184 Page 75 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Charles A. Brown, et ux

To { DEED OF TRUST

Terrell C. Crawford, et ux

THIS INDENTURE, Made this 18th day of June, 19 75
between Charles A. Brown and wife, Barbara L. Brown
of the first part,
and Terrell C. Crawford and wife, Lila Crawford 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 Four Hundred Dollars ($400.00) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 12 equal monthly amortized installments of $34.80 each, first of said installments shall be due 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 failure hereof shall the party of the first part may (omit) 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 ... now be ... 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 231, Section B, Delta Ridge Mobile Home Park Subdivision as appears of record in Plat Book 9, Pages 33-40 in the office of theChancery Court Clerk of DeSoto County, Mississippi to which recorded plat reference is hereby made for a more particular description. Said lot being situated in Section 5, 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 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 a certain deed of trust to Walkem Development Company of Mississippi recorded in Trust Deed Book 167, page 641 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 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 s the date written above.

Witness: Charles A. Brown

Barbara L. Brown

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named Charles A. Brown and wife, Barbara 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 18th day of June, 19 75

(SEAL)

My Commission Expires: 6-7-78

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, 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 9 o'clock 45 minutes A M., 19 day of June 1975, and that the same has been recorded in Book 187 Page 179 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

80

1 acre in S33, T1, R9W

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That the Bank of Walls of Walls, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the ;9th day of July, 1974, made and executed by First Baptist Church, of Walls, 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 579, of the Record of Trust Deeds, 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 3rd day of June, 1975.

ATTEST: BANK OF WALLS, Walls, Mississippi

D. J. Wilson By: Jack D Bibbs

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, the within named Jack D Bibbs and D J Wilson, who acknowledged that as Mayor and Treas., respectively, for and on behalf of and by authority of the BANK OF WALLS, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes set out therein.

GIVEN UNDER MY HAND and seal of office, this the 3rd day of June, 1975.

My Commission expires: My Commission Expires Dec. 4, 1978

Mrs. W. A. Russell
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. 19 day of June 1975, and that the same has been recorded in Book 184 Page 80 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

94

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 WALLACE E. JOHNSON ENTERPRISES, INC. to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 31st, 19 74, and duly recorded in Book 176 at Page(s) 482 of your records.

WITNESS the signature of the corporation, this the 4th day of June, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Jerry Jackson
Jerry Jackson, 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, Jerry Jackson and B. J. Renfrow, known to me to be the 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 4th day of June, A.D., 19 75.

Carrie D. Sells
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 0 minutes A.M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 94 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 pd.
SEAL H. P. Ferguson, CLERK

93

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 Southaven of DeSoto the beneficiary, does hereby certify that a certain trust deed bearing date the 29th. day of December 19 71, made and executed by Howard L. Broadway and wife Frances L. Broadway of DeSoto to First National Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 137 on page 90 of the Record of Trust Deeds, on the 6th. day of Jan. A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

First National Bank

By: Gerald R. Taylor

Gerald R. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Gerald R. Taylor, Asst. Vice President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

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

Bonnie J. Ingram

My Commission Expires May 9, 1978

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 20 day of June 1975, and that the same has been recorded in Book 187 Page 93 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

92

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jerry B. Dlugach and wife, Wanda P. Dlugach

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of June, 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

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 10 o'clock A. M., on the 23 day of June 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

Chancery Clerk.
D. C.

5.00 P

RETURN TO:
M. 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 0 minutes A. M. 6/19 day of June 1975, and that the same has been recorded in Book 187 Page 89 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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.

Jerry L. Ohyack

Wanda B. Ohyack

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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 593
THIS 22 DAY OF July 1977
CHANCERY CLERK

59

Deed of Trust

To

HERNANDO BANK

THIS DEED OF TRUST, Made and entered into this the 3rd day of June, 1975

by and between Jerry B. Dlugach and wife, Wanda P. Dlugach

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter Trustee, of the second part, hereinafter designated as TRUSTEE; and Hernando Bank 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 Seven Hundred Seventy-Two and 82/100---------- DOLLARS ($ 1,772.82), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Payable in eighteen (18) monthly installments of $98.49 the first being due and payable on the 15th day of July, 1975 with a like amount being due and payable on the 15th 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 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 due and payable immediately at the option of the owner and holder of the note.

said note bearing interest from maturity at the rate of ten(10) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, 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:

8.765 acres, more or less in Section 26, Township 2 South, Range 9 West more particularly described in Deed appearing of record in Warranty deed Book 84, page 153 in the office of the Chancery Clerk of DeSoto County, Mississippi, More particularly described as follows:
Part of Section 26, Township 2 South, Range 9 West, DeSoto County, Mississippi described as beginning at an iron pin located in the southwest corner of a 512 acre lot, which was surveyed in November, 1968 by same and is presently occupied by Ernest Womack; thence north 4 degrees 40' west 1390.2 feet to an iron pin; thence south 85 degrees 29' west 226.4 feet to a stake; thence south 0 degrees 53 ' east 766.0 feet to a stake; thence south 58 degrees 03' west 60.7 feet to a stake; thence south 12 degrees 46' east 678.9 feet to an iron pin in the center of Highway 301; thence north 67 degrees 59' east 245.7 feet to the point of beginning and containing 8.765 acres, less and except easement retained by Myrtis M. Ellis, in warranty deed with survey attached, appearing of record in book 84, page 153, in the office of the Chancery Clerk of DeSoto County, Mississippi.

88

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert M. Hays and wife, Ina G. Hays

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 June 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
DeSoto County,

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A M, on the 19 day of June 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.

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
0 minutes A M. 19 day of June 1975, and that the same has been
recorded in Book 111 Page 85 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

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 succesnion 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, ot 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.

Robert M. Hays

Robert M. Hays

Ina G. Hays

Ina G. Hays

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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 484
THIS 27 DAY OF July 19 76
H. L. Ferguson
CHANCERY CLERK

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Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 11th day of June, 19 75
by and between Robert M. Hays and wife, Ina G. Hays

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
Four Thousand Six Hundred Twenty-two and 40/100---------- DOLLARS
($ 4,622.40), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Payable in sixty (60) equal monthly installments of Seventy-Seven and 04/100 Dollars ($77.04) the first installment being due and payable on or before the 15th day of July, 1975 and a like installment being due and payable on or before the 15th day of each month thereafter until fully paid.

Parties of the first part reserve the right to pre-pay all or 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.

said note bearing interest from maturity at the rate of ten (10) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, 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 584, Section "C" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in plat book 11, pages 13 and 14 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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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 Demetra G. Utley

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 3rd day of June, 19 75

D B Bridgeforth
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 10 o'clock A. M., on the 19 day of 19 75 and was duly recorded the day of 19 , on page in Book No. in my office.

Witness my hand and seal of office this day of 19

Chancery Clerk. D. C.

5.00 Pd

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 minutes A. M., 19 day of June 1975, and that the same has been recorded in Book 184 Page 81 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

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.

Demetra G. Utley

Demetra G. Utley

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.

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Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 3rd day of June, 1975

by and between Demetra G. Utley

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:

Payable in 60 equal monthly installments of $115.86 each, the first being due and payable on the 25th day of June, 1975 and with like installments being due and payable on the 25th day of each month thereafter until paid in full.

said note bearing interest from maturity at the rate of ten(10) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, 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 12, Section "B", Cedar Hills Subdivision in Section 27, Township 1 South, Range 7 West As per plat thereof recorded in plat book 6, pages 49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due dates 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK
250 PAGE 459
THIS 15 DAY OF Oct 19 79
H. D. Ferguson
CHANCERY CLERK

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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 L. L. Wagner and wife, Linda S. Wagner

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of June, 1975

A B Bridgforth
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 9:45 o'clock A M., on the 20 day of June 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.

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 9 o'clock 45 minutes A M. 20 day of June 1975, and that the same has been recorded in Book 184 Page 107 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 pd.

SEAL H. H. Ferguson, CLERK

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 powe 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.

L. L. Wagner

Linda S. Wagner

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.

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Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 17th day of June 19 75

by and between L. L. Wagner and wife, Linda S. Wagner

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 Fifteen Thousand Five Hundred and 00/100---------- DOLLARS ($ 15,500.00), evidenced by promisnory note of even date herewith payable to the Beneficiary as follows, to-wit:

On or before June 17, 1976, together with interest accrued thereon.

said note bearing interest from date at the rate of (10) 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 35, Section "B" Pleasant Hill Estates East Subdivision in Section 7, Township 2 South, Range 3 West, appearing of record in plat book 12, pages 26-31 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

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.

Parties of the first part further covenant to maintain builder's risk insurance on any improvements constructed on the above described property in an amount sufficient to secure this indebtedness and additional advances made hereunder.

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 349
THIS 7 DAY OF Mar 19 78
H. L. Ferguson
CHANCERY CLERK

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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 June 19 75.

Joseph David Carpenter
JOSEPH DAVID CARPENTER

Joyce W. Carpenter
JOYCE W. CARPENTER

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Joseph David Carpenter and wife, Joyce W. Carpenter 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 June, 1975.

My Commission Expires: [illegible]

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
15 minutes A.M., 20 day of June 1975, and that the same has been
recorded in Book 184 Page 104 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees 5.00
SEAL H. L. Ferguson, 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.

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CANCELLED BY AUTHORITY REC[illegible] BOOK
265 PAGE 599
THIS 7 DAY OF Nov. 19 80
W. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

(2)

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between JOSEPH DAVID CARPENTER AND WIFE, JOYCE W. CARPENTER of the first part, hereinafter designated as the Grantor, JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and CLYDE HOLDEN AND WIFE, VIRGINIA HOLDEN 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 TWO HUNDRED AND NO/100---------- DOLLARS ($ 17,200.00) 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 shall be payable in 120 equal monthly installments of $208.69 each, the first of said installments shall be due and payable on or before the 20th day of July, 1975, with a like installment being due and payable on or before the 20th day of each successive month thereafter until paid in full.

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

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

Lot 25, Tall Oaks Subdivision in Section 32, Township 1, Range 7 West as shown on the recorded plat of said subdivision in Plat Book 6, Page 37 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Lot 264, B, HH

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated April 15, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 174, Page 103, in your office, same having been fully paid and satisfied.

EXECUTED this the 18th day of June, 1975.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo, Comptroller and William Cook, Vice Presidents of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 18th day of June, 1975.

My Commission expires:
My Commission Expires Oct. 31, 1978

Lucille Brown
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 20 day of June 1975, and that the same has been recorded in Book 181 Page 103 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 pd.
SEAL H. P. Ferguson, CLERK

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

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

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

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

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

Joseph David Carpenter
JOSEPH DAVID CARPENTER

Joyce W. Carpenter
JOYCE W. CARPENTER

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for said County, the within named Joseph David Carpenter and Joyce W. Carpenter , 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 June , 19 75.

My commission expires:
3/3/76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
A minutes A.M. 20 day of June 1975, and that the same has been
recorded in Book 187 Page 99 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 23 day of June 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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

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

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

100

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 Thousand and No/100---------- Dollars ($ 40,000.00), with interest from date at the rate of eight and one-half per centum (8.5 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Three Hundred Seven and 60/100 Dollars ($ 307.60), commencing on the first day of August, 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 July, 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,

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1492 PAGE 660.
THIS 22 DAY OF April 2002
W. E. Davis CHANCERY CLERK
By M. Calvin, DC

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 16th day of June, 1975, by and between JOSEPH DAVID CARPENTER AND WIFE, JOYCE W. CARPENTER

, hereinafter called the Grantor;

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

WORTMAN & MANN, INC.,

, a corporation organized and existing under the laws 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 25, Tall Oaks Subdivision in Section 32, Township 1, Range 7 West as shown on the recorded plat of said subdivision in Plat Book 6, Page 37 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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, creed or color. Upon any violation of this covenant, the holder of this note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent of the Veteran's Administration declining to guarantee 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;

Assignment of this Instrument Recorded in Real Estate T/D Book No. 362 Page 726 This the 14th day of April 1986 W. D. Ferguson Clerk D.S.

Assignment of this Instrument Recorded in Trustmark Nat'l Bank Real Estate T/D Book No. 454 Page 240 This the 8 day of Nov 19 88 W. E. Davis by Cole Clerk

re-record
Assignment of this Instrument Recorded in real estate T/D Book No. 501 Page 432 This the 13 day of Mar 19 90 W. E. Davis Clerk by DC, DC.

98

P A R T I A L R E L E A S E

KNOW ALL MEN by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated November 28, 1972, executed byCastle Builders, Inc. to C. B. Henley as Trustee(s), and Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 151, Page 93, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company as Beneficiary, named in said Deed of Trust, have bargained and sold by these presents do bargain, sell, convey, remise, release and guticlaim unto the said Castle Builders, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 99, Section A, Holly HIlls Subdivision, in Section 30. Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

To have and to hold the aforedescribed real property unto the said Castle Builders, Inc. and to its successors, heirs, and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS my/our signatures this the 16 day of June, 1975.

ATTEST: BAILEY MORTGAGE COMPANY

William Cook, Vice President By: 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 Paul J. Salvo and William Cook who acknowledged that as Comptroller and Vice President, respectively, for and on behalf of and by authority of BAILEY MORTGAGE COMPANY, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 16 day of June, 1975.

My Commission expires:

My Commission Expires Oct. 31, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A M., on the 23 day of June 1975, and that the same has been recorded in Book 187 Page 98 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 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 April 30, 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 158, Page 189, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned BAILEY MORTGAGE COMPANY, named in 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 1, 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 13 day of June, 1975.

ATTEST:

William Cook, Vice President

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo

Paul J. Salvo, Comptroller

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, the Comptroller and Vice President, respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 13 day of June, 1975.

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 10 minutes A M. 20 day of June 1975, and that the same has been recorded in Book 181 Page 97 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

96

R E L E A S E

In consideration of the full payment of all indebtedness mentioned in and secured by the certain deed of trust, executed by Robert G. Tucker and Mary L. Tucker to Jack H. Patrick, Trustee for the benefit of COMMERCIAL & INDUSTRIAL BANK, dated 5/14/71 recorded in Book 128, Page 307, of the Records of Mortgages and Deeds of Trust on Lands in Desoto County, Mississippi, which deed of trust and the indebtedness therein described and secured are now owned by the undresigned, the lein of said deed of trust is hereby released and discharged.

The indebtedness secured by said deed of trust has never been assigned by the undersigned to anyone and has now been fully paid.

The Clerk of the Chancery Court of said County, or any of his Deputy Clerks, is hereby authorized and directed to satisfy and cancel said instrument of record in his office.

Witness the signature and seal of the undersigned by its duly authorized officer, this the 16th day of June, 1975.

SOLMICA OF THE SOUTH

S. A. Faber

President

STATE OF Tennessee

COUNTY OF Shelby

On this 16th day of June, 1975, before me, the undersigned, a Notary Public within and for said State and County, duly qualified, commissioned and acting, appeared in person the within named S. A. Faber, to me personally well known, who stated that he is President of SOLMICA OF THE SOUTH, a corporation, and is duly authorized to execute the foregoing instrument for and in the name and on behalf of said corporation, further stated and acknowledged that he so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Witness whereof, I hereunto set my hand and official seal this 16th day of June, 1975.

James D. Cuttis

Notary Public

My Commission Expires:

March 10, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M 6th day of June 1975, and that the same has been recorded in Book 184 Page 96 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

9s

RELEASE

In consideration of the full payment of all indebtedness mentioned in and secured by the certain deed of trust, executed by Eugene Frulla and Jane Gagliano Frulla to Jack H. Patrick, Trustee for the benefit of COMMERCIAL & INDUSTRIAL BANK, dated 9/30/74 recorded in Book 180, Page 137, of the Records of Mortgages and Deeds of Trust on Lands in Desoto County, Mississippi, which deed of trust and the indebtedness therein described and secured are now owned by the undresigned, the lein of said deed of trust is hereby released and discharged.

The indebtedness secured by said deed of trust has never been assigned by the undersigned to anyone and has now been fully paid.

The Clerk of the Chancery Court of said County, or any of his Deputy Clerks, is hereby authorized and directed to satisfy and cancel said instrument of record in his office.

Witness the signature and seal of the undersigned by its duly authorized officer, this the 16th day of June, 1975.

SOLMICA OF THE SOUTH

S. A. Faber
President

STATE OF Tennessee

COUNTY OF Shelby

On this 16th day of June, 1975, before me, the undersigned, a Notary Public within and for said State and County, duly qualified, commissioned and acting, appeared in person the within named S. A. Faber, to me personally well known, who stated that he is President of SOLMICA OF THE SOUTH, a corporation, and is duly authorized to execute the foregoing instrument for and in the name and on behalf of said corporation, further stated and acknowledged that he so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Witness whereof, I hereunto set my hand and official seal this 16th day of June, 1975.

James D. Pettit
Notary Public

My Commission Expires:
March 10, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 17 day of June 1975, and that the same has been recorded in Book 187 Page 95 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 388
THIS 13 DAY OF March 1972
CHANCERY CLERK

3.00

911243

This Indenture, made by and between CHARLES L. WALDON and wife, JUDY WALDON,

party of the first part; TROY BARRON, party of the second part, as Trustee; and

party of the third part, WITNESSETH:

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

Lot 5, Section A, of Pleasant Hill Estates East Subdivision, located in Section 7, Township 2, Range 6 West, as shown of record in Plat 11, Pages 4-8, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $ 8,021.40, evidenced by the following promissory notes of even date herewith: executed by the parties of the first part, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 60 installments of $133.69 each, the first of said installments being due and payable July 15, 1975, and the remainder of said installments being due and payable on the 15th day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the whole of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary to insure that the terms and conditions of any Deed of Trust, the lien of which is prior and paramount to the lien of this instrument, may be complied with, and such amounts as paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

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

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails 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 4 day of JUNE, 1975.

Charles L. Waldon

Judy Waldon

112

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

CHARLES L. WALDON and wife, JUDY WALDON,

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

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

My Commission expires: Aug 29,1977 Mitti Lamon
Notary Public.

NO TG# - RS

Mail tax bills to: (Parties responsible for payment)
Mr. and Mrs. Charles L. Waldon
1432 Northwood Drive
Olive Branch, Mississippi

Return to: Troy Barron, Timepay Dept., First National Bank, Memphis, Tenn.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

TO

Trustee
FOR THE USE OF

STATE OF MISSISSIPPI
County of [illegible] ss.

I, [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 20 day of June A.D. 19 75 at 9 o'clock A.M., and has been this day duly recorded in Trust Deed Record [illegible] Page [illegible]

WITNESS my hand and official seal, this [illegible] day of [illegible] 19[illegible]

[illegible] Clerk.

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

BOX 84
2810 3.00 PD

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 June 1975, and that the same has been recorded in Book 81 Page 111 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $ 3.00 pd.
SEAL H. D. 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, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of March 19 75, made and executed by Robert L. Durham and wife, Shelby Ridings Durham DeSoto County, to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto County, in the State of Mississippi in Land Trust Deed Record No. 184 on page 271 of the Record of Trust Deeds, on the 27 day of March, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi
Jim Davis

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, Jim Davis 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 June A. D. 1975

My Commission Expires Feb. 3, 1979

Betty L Holloway
Notary Public - Desoto

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 June 1975, and that the same has been recorded in Book 184 Page 113 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 pd.
SEAL H. H. Ferguson, CLERK

114

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 (formerly Bank of Olive Branch) of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 3rd day of Feb. 19 70, made and executed by Clifford Sandridge and His Wife Mary S. Sandrodge of DeSoto County to Bank of Olivw Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No 115 on page 312 of the Record of Trust Deeds, on the 6 day of Feb., A. D. 19 70, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Jim Davis

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, Jim Davis 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 June A. D. 1975

My Commission Expires Feb. 3, 1979

Bill E. Holloswell

Notary Public DeSoto

LAWYERS-GARDNER BOOK 27944

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 June 1975, and that the same has been recorded in Book 87 Page 114 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, CASTLE BUILDERS, INC., a Mississippi corporation, executed and delivered unto C. B. Henley, as Trustee, for the benefit of BAILEY MORTGAGE COMPANY, twenty separate Deeds of Trust covering various parcels of land described therein, which said Deeds of Trust are more particularly described and referred to by reference to the respective dates and the recording data thereof, as follows:

	DATE	BOOK	PAGE
1.	3/9/73	155	271
2.	5/21/73	159	358
3.	5/21/73	159	360
4.	5/21/73	159	362
5.	5/21/73	159	408
6.	5/22/73	159	356
7.	6/4/73	160	391
8.	6/4/73	160	399
9.	6/15/73	161	232
10.	8/7/73	164	403
11.	8/7/73	164	405
12.	8/7/73	164	407
13.	8/7/73	164	409
14.	8/8/73	164	8
15.	8/15/73	164	175
16.	8/15/73	164	177
17.	8/15/73	164	179
18.	8/15/73	164	181
19.	10/13/72	149	139
20.	11/28/72	151	93

References to Book and Page numbers set forth above refer to records in the office of the Chancery Clerk of DeSoto County, Mississippi and reference is made herein to said Deeds of Trust and the recordation thereof for all purposes; and

WHEREAS, each of the said Deeds of Trust provide for the substitution of the Trustee by the Beneficiary, or any subsequent holder of the note; and

WHEREAS, it is the desire of Bailey Mortgage Company to substitute as Trustee in each of the said Deeds of Trust John Land McDavid in place and instead of C. B. Henley, the original Trustee named;

NOW, THEREFORE, Bailey Mortgage Company, the Beneficiary in the said Deeds of Trust, does hereby appoint as Substituted Trustee in each of the above referred to Deeds of Trust, John Land McDavid in place and instead of C. B. Henley, the said John Land McDavid, Substitute Trustee, to have full power as the Trustee in said Deeds of Trust respectively, together with all rights and privileges thereunto belonging;

WITNESS the execution hereof on this the 17 day of June, 1975.

(SEAL)

BAILEY MORTGAGE COMPANY

BY: Stanley C. Sharp, Jr.
STANLEY C. SHARP, JR.
EXECUTIVE VICE PRESIDENT

ATTEST:

Jacqueline Moore
JACQUELINE MOORE
TREASURER

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named STANLEY C. SHARP, JR. and JACQUELINE MOORE, personally known to me to be the Executive Vice President and Treasurer respectively, of Bailey Mortgage Company, a corporation, who acknowledged before me that they signed, sealed and delivered the foregoing instrument as the act and deed of said Corporation on the date and for the purposes therein stated, being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17 day of June, 1975.

(SEAL)

Linda L. 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 10 o'clock 25 minutes A M., 20 day of June 1975, and that the same has been recorded in Book 181 Page 115 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 6.85 pd.

SEAL H. W. Ferguson, CLERK

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354607

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 Mr and Mrs Johnny W Johnson to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 107 of Book Number 151 of the Record of Deeds or Deeds of Trust in your office.

This 11 day of June, 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 11 day of June, AD, 19 75.

MY COMMISSION EXPIRES NOV. 27, 1978

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 June 1975, and that the same has been recorded in Book 187 Page 118 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 278 PAGE 521
THIS 18 DAY OF Nov. 19 81
W. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 272 PAGE 317
THIS 11 DAY OF May 19 81
W. D. Ferguson
CHANCERY CLERK

REAL PROPERTY TRUST DEED

ORIGINAL

NAMES AND ADDRESSES OF ALL GRANTORS	GRANTEE C.I.T. FINANCIAL SERVICES, INC. OF TENNESSEE
Loys Lawson and Jean C. Lawson 306 East Stuart Olive Branch, Miss.38654	ADDRESS 2682 Lamar Memphis, Tennessee, 38114 TRUSTEE E. Williams III ADDRESS First National Bank Building Memphis, Tn.
LOAN NUMBER / DATE OF LOAN: 6-17-75	TOTAL OF PAYMENTS: 4441.22 / MATURITY DATE: 6-21-78

THIS TRUST DEED SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING $10,000.00

For the purpose of securing the payment of a Promissory Note of even date from Grantor to Grantee in the above Total of Payments and all future and other obligations of Grantor to Grantee, the Maximum Outstanding at any given time not to exceed said amount stated above, Grantor (all, if more than one) hereby bargains, sells, conveys and warrants unto the above named Trustee, his successor, heirs, or assigns, forever, the real estate described below together with all improvements thereon situated in Mississippi County of DeSoto:

Lot 15, Section A, Holiday Hills Subdivision being part of the Blocker Tract in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi, as appears of record in Plat Book 7, Page 6, in the office of the Chancery Clerk of DeSoto County, Mississippi.

BUT THIS IS A TRUST DEED and should the indebtedness secured hereby be paid at maturity, then this deed is satisfied and shall be released of record at Grantor's expense.

Grantor agrees to keep all taxes and assessments upon the above described premises fully paid and shall maintain insurance in such form and amounts as may be satisfactory to the Grantee or said Grantee's heirs, and in default thereof Grantee may, but is not obligated to, effect said insurance in its own name. The premium, assessment or tax paid shall be an additional lien on said property, and may be collected and collected in the same manner as the debt hereby secured.

Now, should the indebtedness secured hereby, or any part thereof, not be paid when due, then all of the indebtedness hereby secured shall, at the option of the owner thereof, without notice to the Grantor, become immediately due and payable. The Trustee is hereby authorized and empowered to enter and take possession of the property, and shall, after first advertising the time for sale for twenty-one days by a notice published once a week for three consecutive weeks in any newspaper published in the county in which said property is situated containing the time, terms, and place of sale, proceed to sell the land, at public outcry, for cash, to pay the indebtedness, together with all of the costs and charges secured by this instrument. The Trustee shall apply the proceeds of such sale, first, to the payment of the necessary expenses of executing this trust, second, to the payment of said indebtedness and interest thereon, and, third, pay the balance, if any, to the Grantor or his personal representatives or assigns. At any sale hereunder the legal holder of said indebtedness or any part thereof, shall have the right to bid as other persons.

In case of the failure or refusal to act by the above named Trustee by reason of death, resignation, or any other cause, or at the option of the legal holder of the said debt, or the holder of any part thereof, then the legal holder of said indebtedness, or any part thereof, shall, by instrument in writing, appoint a successor to said first named Trustee, whose duty upon the premises shall be of the same validity as if done by the Trustee hereinbefore named, and the privilege of substitution may be exercised as often as desired.

In the event of any sale under this trust deed, the Trustee above named, or his successor or successor in trust, is hereby fully authorized and empowered to execute a good and valid deed conveying the above described land to the purchaser in fee simple, free therefrom, all rights of homestead, dower and the equity of redemption in and to said land, as well as the bond and oath of said Trustee, service or notation, or otherwise required by law in such cases, being each and all hereby expressly waived.

It is agreed that if an attorney should be employed to collect the above mentioned indebtedness, by suit, foreclosure or otherwise, or to in any way protect the security for its payment, Grantor will pay a reasonable attorney's fee therefor, together with all court and other proper charges, all of which shall constitute a further lien on the premises herein conveyed and shall be secured by this instrument in the same way and manner as the above mentioned indebtedness is secured.

WITNESS our hands and seals on the date above first written.

Loys Lawson (Seal)

Jean C. Lawson (Seal)

C·I·T FINANCIAL SERVICES

82-1019B (10-71) TENNESSEE

120

STATE OF TENNESSEE,
Shelby COUNTY.}

Personally appeared before me, N. G. DEASON, a Notary Public within and for said State and County at Memphis, duly commissioned and qualified, Loys LAWSON AND JEAN C. LAWSON

the within named grantor S 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 Memphis aforesaid, this 17 day of JUNE 19 75

N G Deason
Notary Public.

My Commission expires the 3rd day of March, 1976

Tennessee Trust Deed

DEBT No. 1

FROM

TO

Trustee

STATE OF TENNESSEE, DESOTO COUNTY.

Filed for Registration June 20 19 75

at 9 o'clock A M., and noted in Note Book No. ____, Page ____, and ____

Recorded ____ 19 ____ in Record Book ____, Page ____

Book No. ____ Page ____ Fee ____ Paid

Register

D. C.

J. Bass M.O.D.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock ____ minutes A M., 20 day of June 1975, and that the same has been recorded in Book 181 Page 119 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $3.00 pd.

SEAL H. H. Ferguson, CLERK

James Felts
6351 Cotton Lane Dr.
Southaven, Miss 38671

REAL PROPERTY AGREEMENT RELEASE

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to National Bank of Commerce, Memphis, Tennessee as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement; and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
James Felts & Marlene Felts	6-6-72	Book 143 Page 404	Lot 2230, Section K, Southaven West Subd. in Section 27, Township 1 South, Range 8 West, as per Plat there of recorded in Plat Book 4, Pg, 4 & 5, in the office of the Chancery Clerk of Desoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, his heirs and assigns all his right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee covenants with the said grantor, that they the legal owners and holders of the notes described in and secured by said real property agreement and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tennessee has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 11 day of June 19 75.

National Bank of Commerce, Memphis, Tennessee

Gary D. Cantrell

By: Gary D. Cantrell, Instalment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

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

_____
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 Gary D. Cantrell, Instalment Loan Officer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Inst. Loan Officer of the National Bank of Commerce, Memphis, Tenn the within named bargainor, a corporation, and that he as such Instalment Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Inst. Loan Officer.

WITNESS my hand and seal at office in Memphis, Tenn this 11 day of June, 19 75.

B. C. Bennett
Notary public

My commission expires 22nd day of November 19 76.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M. minutes A.M., 17 day of June 1975, and that the same has been recorded in Book 187 Page 121 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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SECURITY BANK OF HERNANDO, GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
N. C. FERGUSON, ET UX, GRANTEES)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, Security Bank of Hernando, Hernando, Mississippi, does hereby release from the lien of that certain trust deed given by N. C. Ferguson and wife, Charlotte M. Ferguson being dated September 28, 1973, and recorded in Trust Deed Book 166, page 363 in the office of the Chancery Clerk of DeSoto County, Mississippi, the hereinafter described land in DeSoto County, Mississippi as follows, to-wit:

> Lot 15 in Magnolia Subdivision in the Town of Hernando, more particularly described of record in Plat Book 1, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi, said lot being situated in Section 18, Township 3, Range 7.

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 20th day of June, 1975.

SECURITY BANK OF HERNANDO

By Thomas R. Hurdle
Thomas R. Hurdle, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Thomas R. Hurdle, President of Security Bank of Hernando, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned for and on behalf of the Security Bank of Hernando and for the purposes therein expressed.

Given under my hand and official seal of office this the 20th day of June, 1975.

Lula H Pittman
Notary Public

My Commission Expires:
My Commission Expires April 19, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 50 minutes A M., 20 day of June 1975, and that the same has been recorded in Book 187 Page 122 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $2.50 pd.
SEAL H. P. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38128

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 WAYNE PHILLIPS and wife, MARY L. PHILLIPS, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated May 9, 19 75, securing a note in the sum of $28,000.00, recorded in Book 185, Page 533, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 28,000.00, plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the 1st day of June, 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 9th day of June, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 9th day of June, 19 75.

Judith Combs
Judith Combs
NOTARY PUBLIC

My Commission Expires Sept. 13, 1977

2/71/226

sq

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 10 minutes P M. 20 day of June 1975, and that the same has been recorded in Book 181 Page 123 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $ 9.50 pd.

SEAL H. D. Ferguson, CLERK

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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 CHARLES OLIVER McCRAY and wife, ELSIE A. McCRAY, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated May 15th, 19 75, securing a note in the sum of $ 21,050.00, recorded in Book 186, Page 264, 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 $ 21,050.00, plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the 1st day of June, 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 11th day of June, 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 11th day of June, 19 75.

Judith Combs
NOTARY PUBLIC

My Commission Expires Sept. 13, 1977

2/71/226

sq

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 10 minutes P M. 20 day of June 1975, and that the same has been recorded in Book 181 Page 124 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of June 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 116
THIS 28 DAY OF Feb. 1978
H. J. Ferguson
CHANCERY CLERK

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LION OIL COMPANY,

to

THE BANK OF NEW YORK

and

SHELDON HARRISON,
as Trustees

FIRST SUPPLEMENTAL INDENTURE

Dated as of April 1, 1975

to

INDENTURE OF MORTGAGE AND DEED OF TRUST

Dated as of March 15, 1973

FIRST SUPPLEMENTAL INDENTURE, dated as of April 1, 1975, among LION OIL COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), acting through Joseph A. Marks, its vice president, and having its principal executive office at Lion Oil Building, in the City of El Dorado, State of Arkansas, party of the first part, and THE BANK OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York, acting through R. G. Pittius, its corporate trust officer, and having its principal corporate trust office at 90 Washington Street, in the Borough of Manhattan, City of New York, State of New York (herein called the "Trustee"), and SHELDON HARRISON, residing at 253-07 147th Drive, Rosedale, in the Borough of Queens, City of New York, State of New York (herein called the "Individual Trustee"), as Trustees under the Indenture of Mortgage and Deed of Trust, referred to below, parties of the second part (the Trustee and the Individual Trustee being herein collectively called the "Trustees");

WHEREAS, the Company has outstanding $15,000,000 principal amount of its 9 1/2% First Mortgage Sinking Fund Bonds Due 1985 (herein called the "Bonds") under its Indenture of Mortgage and Deed of Trust, dated as of March 15, 1973, among the Company and the Trustees, as affected by consents, waivers and other acts of the Bondholder executed on the following dates: June 22, 1973, November 7, 1973, March 8,

1974, March 8, 1974, January 10, 1975 and February 12, 1975 (said Indenture of Mortgage and Deed of Trust, as so affected, being herein called the "Indenture"); and

WHEREAS, the Company is authorized by law, for its proper corporate purposes, to incur and secure indebtedness and, to that end, in the exercise of such authority, has duly authorized the creation of indebtedness to The First National Bank of Boston, a national banking association (the "Boston Bank"), in a principal amount not to exceed $10,000,000 and to secure such indebtedness, plus accrued interest thereon and certain other obligations, as permitted by the Indenture as amended and supplemented by this First Supplemental Indenture; and

WHEREAS the Company is authorized by law and deems it necessary, for its proper corporate purposes, to secure equally certain indebtedness of the Company to The First National Bank of Saint Paul (the "Saint Paul Bank") as permitted by the Indenture as amended and supplemented by this First Supplemental Indenture; and

WHEREAS, the Indenture prohibits the Company from incurring such indebtedness to the Boston Bank and from so securing it and the aforesaid indebtedness of the Company to the Saint Paul Bank; and

WHEREAS, the Company wishes to enter into this First Supplemental Indenture with the Trustees in order to amend and supplement the Indenture to the extent necessary to permit the incurring of such indebtedness

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to the Boston Bank and the securing equally of such indebtedness and the aforesaid indebtedness of the Company to the Saint Paul Bank and in the other respects as set forth in this First Supplemental Indenture; and

WHEREAS, pursuant to Section 14.02 of the Indenture, the Company has requested the Trustees to execute this First Supplemental Indenture and has delivered to the Trustee a resolution of the Board of Directors of the Company authorizing the execution of this First Supplemental Indenture, certified by the Secretary or an Assistant Secretary of the Company, under its corporate seal, to have been duly adopted by unanimous written consent by the Board of Directors of the Company and to be in full force on the date of such certification, and the holder of all of the outstanding Bonds has consented to the execution of this First Supplemental Indenture and a copy of such consent has been filed with the Trustee; and

WHEREAS, all conditions and requirements necessary to authorize the execution of this First Supplemental Indenture and duly and legally to effect the modifications and amendments of the Indenture provided for by this First Supplemental Indenture and to make the Indenture, as amended and supplemented hereby, a valid and legally binding instrument for the security for the Bonds, have been complied with or have been done and performed; and

SECTION 2.04. Amendment of Granting Clause XI.

Clause (c) of Granting Clause XI of the Indenture is amended to be as follows:

"(c) then is covered by the Saint Paul Mortgage and Security Interests and at that time any Indebtedness permitted by Section 6.14A(3) hereof secured thereby, or by the Boston Mortgage and Security Interests and at that time any Indebtedness permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of said Section 6.14A(3)) secured thereby, shall remain unpaid or the respective commitments of the Saint Paul Bank or the Boston Bank to make advances which, upon being made, will constitute such secured Indebtedness shall not be terminated)".

SECTION 2.05. Amendment of Granting Clause XII.

A. The first sentence of Granting Clause XII of the Indenture is amended to be as follows:

"Upon the payment in full of all Indebtedness permitted by Section 6.14A(3) hereof (or which would be permitted but for the proviso at the end of said Section 6.14A(3)) which may be secured by the Saint Paul Mortgage and Security Interests and by the Boston Mortgage and Security Interests and the termination of the commitments of the Saint Paul Bank and the Boston Bank to advance funds to the Company which would give rise to such Indebtedness, then the property of the Company described below in subdivisions (1) and (2) of this Granting Clause (except for any of such property now or hereafter existing which (a) has already been or is hereafter expressly mortgaged or pledged hereunder, or (b) then constitutes Excepted Property) shall immediately become subject to the lien hereof to the extent permitted by law and to the extent that the lien of this Indenture on the Trust Estate would not thereby be impaired, to secure equally and ratably the obligations secured hereby as herein provided."

B. Subdivisions (1) and (2) of Granting Clause XII of the Indenture are amended to be as follows:

"(1) All personal property covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests; and

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(2) all lands and interests in lands covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests."

SECTION 2.06. Amendment of Section 1.01. Section 1.01 of the Indenture is amended as follows:

A. The definition of "Saint Paul Mortgage and Security Interests" is amended to be as follows:

"Saint Paul Mortgage and Security Interests

The term "Saint Paul Mortgage and Security Interests" shall mean, collectively, (a) the security interests in personal property granted by the Company to the Saint Paul Bank pursuant to the Amended Security Agreement dated as of April 1, 1975 between the Company and the Saint Paul Bank and to the Louisiana lien documents, as originally executed, referred to in the Saint Paul Revolving Credit Agreement, and (b) the two Mortgages on certain marketing properties dated March 23, 1973 executed by the Company in favor of the Saint Paul Bank in the form of Exhibits F and G, respectively, to the Saint Paul Revolving Credit Agreement. Said security interests and Mortgages constitute security for the repayment of any and all Indebtedness of the Company which may be outstanding from time to time under and pursuant to the Saint Paul Revolving Credit Agreement and permitted by Section 6.14A(3) hereof; however, the Saint Paul Mortgage and Security Interests shall not be affected by failure of the Company to comply with any of its obligations hereunder. Certified conformed copies of said Amended Security Agreement, Mortgages, Louisiana lien documents and Uniform Commercial Code UCC-1 Financing Statements, certain of which have been amended, as filed or to be filed in the States of Alabama, Arkansas, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Mississippi, Missouri, Nebraska, New York, North Carolina, North Dakota, Oklahoma, South Carolina, South Dakota, Tennessee and Texas, have been filed with the Trustee."

WHEREAS, the Trustees have full power and authority to execute this First Supplemental Indenture and to accept and execute the trust herein imposed upon them;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH THAT THE COMPANY AND THE TRUSTEES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

DEFINED TERMS

SECTION 1.01. Defined Terms. All terms defined in the Indenture are used in this First Supplemental Indenture with their defined meanings, as herein amended.

ARTICLE 2

MODIFICATIONS AND AMENDMENTS OF THE INDENTURE

The Indenture is hereby amended and supplemented as follows:

SECTION 2.01. Amendment of Granting Clause III. The first paragraph of Granting Clause III of the Indenture is amended by inserting the following before the period at the end of the first paragraph thereof:

> ", provided that there shall be excluded from this granting Clause III any property covered by the real property mortgages (including deeds of trust) constituting part of the Boston Mortgage and Security Interests or the Saint Paul Mortgage and Security Interests".

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SECTION 2.02. Amendment of Granting Clause VI. The first paragraph of Granting Clause VI of the Indenture is amended to be as follows:

"Also all of the right, title and interest of the Company in and to all personal property of the Company, whether now or hereafter existing, owned or acquired (other than personal property which is covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests), but including within this Granting Clause VI (1) all equipment of the Company (other than equipment which is covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests), whether now or hereafter existing, owned or acquired, including, without limitation, the equipment listed in Parts I, IV, V and VI of Schedule B hereto and Parts I and II of Schedule F hereto, whether located on the real property subject to the lien of this Indenture or any other real property of the Company, (2) all instruments, investment securities, documents of title, chattel paper, notes, drafts, acceptances and general intangibles of the Company, whether now or hereafter existing, owned or acquired, other than those covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests, and (3) all proceeds and products of all the foregoing personal property referred to in clauses (1) and (2) above."

SECTION 2.03. Amendment of Granting Clause X. The first paragraph of Granting Clause X of the Indenture is amended to be as follows:

"Notwithstanding anything in these Granting Clauses contained, also all other property of every nature and kind, except only (i) such lands and interests in lands as are specifically excluded pursuant to Granting Clause II hereof, (ii) such property as is specifically excluded pursuant to Granting Clause III hereof and (iii) such personal property as is specifically excluded pursuant to Granting Clause VI hereof, and wheresoever situated now owned or hereafter acquired by the Company, or to which it is now or may at any time hereafter be, in any manner, entitled at law or in equity."

B. The definition of "Saint Paul Revolving Credit Agreement" is amended to be as follows:

"Saint Paul Revolving Credit Agreement

The term "Saint Paul Revolving Credit Agreement" shall mean the letter agreement dated March 23, 1973, as amended by the letter agreement dated as of April 1, 1975, between the Saint Paul Bank and the Company, together with Exhibits A through D and F through K thereto, pursuant to which and subject to the terms and conditions thereof, the Company may incur through November 30, 1979 Indebtedness to the Saint Paul Bank which is to be repayable by December 1, 1979. Said Indebtedness (to the extent permitted by Section 6.14A(3) hereof) is to be secured by the Saint Paul Mortgage and Security Interests. Certified conformed copies of the Saint Paul Revolving Credit Agreement and each of the exhibits thereto have been filed with the Trustee. The term "Saint Paul Revolving Credit Agreement" shall include said Agreement as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement except as otherwise stated in such renewal, extension or replacement."

C. The following definitions are inserted in Section 1.01 of the Indenture following the definition of the term "Bonds":

"Boston Bank

The term "Boston Bank" shall mean The First National Bank of Boston, a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110.

Boston Mortgage and Security Interests

The term "Boston Mortgage and Security Interests" shall mean, collectively, (a) the security interests in personal property granted by the Company to the Boston Bank pursuant to Section 7.1 of the Boston Revolving Credit Agreement dated as of April 1, 1975 as originally executed, (b) the two Mortgages on certain marketing properties dated May 19, 1975, as amended as of May 19, 1975, executed pursuant to Section 7.2 of said Credit Agreement by the Company in favor of the Boston Bank and (c) the Louisiana

Security Documents, as originally executed, executed pursuant to Section 7.3 of said Credit Agreement by the Company. Said security interests, Mortgages and Louisiana Security Documents constitute security for the repayment of any and all Indebtedness of the Company which may be outstanding from time to time under and pursuant to the Boston Revolving Credit Agreement and permitted by Section 6.14A(3) hereof; however, the Boston Mortgage and Security Interests shall not be affected by failure of the Company to comply with any of its obligations hereunder. Certified conformed copies of said Mortgages, said Louisiana Security Documents and UCC-1 Financing Statements, as filed or to be filed in the States of Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Oklahoma, South Carolina, South Dakota, Tennessee and Texas have been filed with the Trustee.

Boston Revolving Credit Agreement

The term "Boston Revolving Credit Agreement" shall mean the Revolving Credit Agreement dated as of April 1, 1975 among the Parent Company, the Company and the Boston Bank, together with Exhibits thereto, pursuant to which and subject to the terms and conditions thereof, the Company may incur prior to March 1, 1977 Indebtedness to the Boston Bank which is to be repayable by March 31, 1977. Said Indebtedness (to the extent permitted by Section 6.14A(3) hereof) is to be secured by the Boston Mortgage and Security Interests. Certified conformed copies of the Boston Revolving Credit Agreement and of each of the exhibits thereto have been filed with the Trustee. The term "Boston Revolving Credit Agreement" shall include said Agreement as the same may be modified or amended from time to time and shall also include any renewal, extension or replacement of said Agreement except as otherwise stated in such renewal, extension or replacement."

SECTION 2.07. Amendment of Section 6.09.

Section 6.09(7) of the Indenture is amended to be as follows:

"(7) copies of all financial data, statements and information required to be submitted to the Saint Paul Bank or the Boston Bank pursuant to the Saint Paul Revolving Credit Agreement or the Boston Revolving Credit Agreement, respectively, concurrently with each submission thereof; and".

SECTION 2.08. Amendment of Section 6.11. Section 6.11 of the Indenture is amended by adding the following paragraph at the end thereof:

"Notwithstanding the provisions of Article 1 hereof, any Indebtedness owed by the Company to the Boston Bank pursuant to the Boston Revolving Credit Agreement shall, for the purposes of this Section 6.11, be included in the definition of "Current Liabilities" as such term is used in determining "Consolidated Net Working Capital" (and, by means of the reference in Section 6.12 hereof, for purposes of that Section also)."

SECTION 2.09. Amendment of Section 6.12. Paragraph A of Section 6.12 of the Indenture is amended to be as follows:

"A. Consolidated Net Working Capital (computed with the adjustments permitted or required by the second, third and fourth paragraphs of Section 6.11 hereof) shall be an amount not less than the greater of (i) $1,500,000 or (ii) the aggregate outstanding principal amount of all Indebtedness owed by the Company or any Subsidiary to the Saint Paul Bank pursuant to the Saint Paul Revolving Credit Agreement; and".

SECTION 2.10. Amendment of Section 6.14. Section 6.14 of the Indenture is amended as follows:

A. Paragraph (3) of Subdivision A is amended to be as follows:

"(3) Indebtedness of the Company to the Saint Paul Bank under the Saint Paul Revolving Credit Agreement consisting of (i) all Indebtedness, not in excess of $10,000,000 principal amount at any one time outstanding, now or hereafter owing to the Saint Paul Bank under the Revolving Credit Promissory Note and under drafts that the Saint Paul Bank may be obligated to pay under letters of credit issued by the Saint Paul Bank at the Company's request

under the Saint Paul Revolving Credit Agreement and any renewals, extensions or replacements thereof, (ii) accrued interest on the Indebtedness specified in the foregoing clause (i) and (iii) all costs of the Saint Paul Bank, including reasonable attorneys' fees, in the collection of the Indebtedness specified in the foregoing clauses (i) and (ii) and the enforcement of any of the Saint Paul Bank's rights with respect thereto or in respect of the Saint Paul Mortgage and Security interests; and Indebtedness of the Company to the Boston Bank under the Boston Revolving Credit Agreement consisting of (iv) Indebtedness of the Company, not in excess of $10,000,000 principal amount at any one time outstanding, in respect of the principal of loans evidenced by the Loan Account established in Section 4.1 of the Boston Revolving Credit Agreement and the Company's obligation to reimburse the Boston Bank for amounts which the Boston Bank may be obligated to pay under letters of credit (or drafts accepted thereunder) issued under the Boston Revolving Credit Agreement (including the Company's obligation under the Boston Revolving Credit Agreement to deposit with the Boston Bank an amount equal to all or part of the Boston Bank's Maximum Exposure (as defined in the Boston Revolving Credit Agreement) under said letters of credit), (v) interest, commitment fees and balance deficiency fees at the rates and in the amounts specified in Sections 3.1, 3.2 and 3.3 of the Boston Revolving Credit Agreement, as originally executed and delivered, and the Boston Bank's fees for the issuance of said letters of credit, (vi) the Company's obligations under the Mortgages and the Louisiana Security Documents included in the Boston Mortgage and Security Interests, (vii) the Company's obligations under the indemnity provided for in Section 7.6 of the Boston Revolving Credit Agreement, as originally executed and delivered, and (viii) the Company's other obligations to the Boston Bank under the provisions of the Boston Revolving Credit Agreement, as originally executed and delivered, including without limitation, the Company's obligation under the covenant regarding expenses and indemnity set forth in Section 12 of the Boston Revolving Credit Agreement, as originally executed and delivered, but only to the extent that such obligations relate to the Indebtedness set forth in clauses (iv) through (vii) above and to the Boston Mortgage and Security Interests, provided that the provisions of the last paragraph of Section 6.14 hereof shall be complied with.)"

B. Section 6.14 of the Indenture is amended by adding the following paragraph at the end thereof:

"The Company covenants that during the 12 months preceding each day after May 23, 1975 on which any Indebtedness on account of principal of loans or under outstanding letters of credit (or drafts accepted thereunder) shall be outstanding under the Boston Revolving Credit Agreement there will be a period of not less than 45 consecutive days during which no such Indebtedness shall be outstanding."

SECTION 2.11. Amendment of Section 6.16.

Section 6.16G of the Indenture is amended by adding the following at the end thereof:

"and the Boston Mortgage and Security Interests".

SECTION 2.12. Amendment of Section 10.01.

Section 10.01 of the Indenture is amended as follows:

A. Clause (b) of Section 10.01(5) is amended to be as follows:

"(b) the Company in the performance or observance of any of its covenants, agreements or conditions contained in the Saint Paul Revolving Credit Agreement, the Saint Paul Revolving Note, the Saint Paul Mortgage and Security Interests, the Boston Revolving Credit Agreement or the Boston Mortgage and Security Interests and the continuance thereof unremedied, uncured or unwaived by the Saint Paul Bank or the Boston Bank, as the case may be, beyond the period of grace, if any, contained therein and applicable thereto,".

B. The word "or" at the end of Section 10.01(8) is deleted, the word "or" is inserted at the end of Section 10.01(9), and the following paragraph is added following paragraph (9) of Section 10.01:

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"(10) any representation or warranty made by the Company in any indenture supplemental hereto or by the Parent Company or the Company in any certificate, agreement, consent, waiver, instrument or statement contemplated thereby or made or delivered pursuant thereto or in connection therewith shall prove to have been incorrect in any material respect when made;".

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties. The Company represents and warrants as follows:

A. This First Supplemental Indenture (and the transactions hereby contemplated) have been duly authorized by all necessary corporate action on the part of the Company and the Indenture, as amended and supplemented by this First Supplemental Indenture, constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms.

B. There does not exist on the date of delivery hereof, and there will not exist immediately after delivery hereof and giving effect to the transactions permitted by the Indenture, as amended and supplemented by this First Supplemental Indenture, any Default.

C. The Company has the power and authority to enter into and carry out the transactions contemplated by

the Boston Revolving Credit Agreement and to mortgage and pledge certain of its properties as provided therein. The property covered by the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests will not include any of the property, interests or rights subject to the lien of the Indenture, as amended by this First Supplemental Indenture, or intended so to be, except as provided in Granting Clause XII of the Indenture. Without limiting the generality of the foregoing, the property included in the Boston Mortgage and Security Interests and in the Saint Paul Mortgage and Security Interests will not cover any property not presently mortgaged to the Saint Paul Bank and included in the term "Saint Paul Mortgage and Security Interests" as originally defined in the Indenture, except only as specified in this First Supplemental Indenture.

D. The consummation of the transactions contemplated by the Boston Revolving Credit Agreement and the Saint Paul Revolving Credit Agreement will not result in any breach of, or constitute a default under, or (except for the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests) result in the creation of any lien upon or in any property of the Company or the Parent Company under, any indenture, mortgage, deed of trust, bank loan or credit

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agreement, corporate charter, by-law, or other agreement or instrument to which either is a party or by which either or its properties may be bound or affected.

E. Upon the delivery thereof, the Boston Revolving Credit Agreement and the documents comprising the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests will each constitute a legal, valid and binding agreement of each of the parties thereto, enforceable in accordance with its terms.

F. Except as may be necessary to effectuate the Boston Mortgage and Security Interests and the Saint Paul Mortgage and Security Interests, no consent, approval, authorization or order of, or any registration, qualification, designation, declaration or filing with, any governmental authority is required in connection with the execution of this First Supplemental Indenture or the consummation of the transactions permitted by the Indenture as amended and supplemented by this First Supplemental Indenture.

G. This First Supplemental Indenture does not (except as herein provided) affect the lien or operation of the Indenture or any financing statements filed in connection therewith in any of the jurisdictions in which the Indenture or any of such financing statements has been recorded or filed. The lien of the Indenture on the Trust Estate will not be impaired by the delivery of this First Supplemental Indenture except as

herein provided. No action is necessary, in connection with the delivery of this First Supplemental Indenture and the transactions permitted by the Indenture, as amended and supplemented by this First Supplemental Indenture, to maintain the lien of the Indenture. Each of the Louisiana Collateral Notes referred to in the Boston Revolving Credit Agreement and in the Saint Paul Revolving Credit Agreement is being given only as security for Indebtedness permitted by Section 6.14A(3) of the Indenture, as amended and supplemented by this First Supplemental Indenture, and does not entitle the Boston Bank or the Saint Paul Bank, respectively, to receive and retain any amount in excess of the Indebtedness secured thereby and each of said Notes by its terms effectively limits recourse to the security therefor.

ARTICLE 4

MISCELLANEOUS

SECTION 4.01. Confirmation. Except insofar as herein otherwise expressly provided, all the provisions, terms and conditions of the Indenture of Mortgage and Deed of Trust referred to in the first "Whereas" clause of this First Supplemental Indenture, as said Indenture of Mortgage and Deed of Trust has been affected by the consents, waivers and other acts of the Bondholder referred to in such clause, shall be deemed to be incorporated in and made a part of this First Supplemental Indenture; and said Indenture of Mortgage and Deed of Trust, as so affected and as amended and supplemented by this First Supplemental Indenture, is

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in all respects ratified and confirmed; and said Indenture of Mortgage and Deed of Trust, as so affected and as hereby amended and supplemented, and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4.02. Responsibility for Recitals. The recitals of fact contained herein (other than the recital with respect to the power and authority of the Trustees to execute this First Supplemental Indenture) shall be taken as statements of the Company, and the Trustees or either of them assume no responsibility for the correctness of the same.

SECTION 4.03. Date of Execution. Although this First Supplemental Indenture, for convenience and for the purpose of reference is dated as of April 1, 1975, the actual date of execution by the Company and the Trustees is as shown by their respective acknowledgments hereto annexed.

SECTION 4.04. Severability. In case any one or more of the provisions contained in this First Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this First Supplemental Indenture, but this First Supplemental Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

State of New York)
County of New York) ss.:

ALABAMA - COMPANY

I, Nettie Rothstein, a Notary Public in and for said county in said state, hereby certify that Joseph A. Marks and Erwin Millimet whose names as vice president and assistant secretary, respectively, of LION OIL COMPANY, a corporation, are signed to the foregoing First Supplemental Indenture, and who are known to me, acknowledged before me on this day that, being informed of the contents of the First Supplemental Indenture, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

ARKANSAS - COMPANY

On this 30th day of May, 1975, before me, Nettie Rothstein, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Joseph A. Marks and Erwin Millimet to me personally well known, who stated that they were the vice president and assistant secretary, respectively, of LION OIL COMPANY, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

INDIANA - COMPANY

Before me, Nettie Rothstein, a Notary Public, this 30th day of May, 1975, personally appeared LION OIL COMPANY, by Joseph A. Marks and Erwin Millimet, its vice president and assistant secretary, respectively, and acknowledged the execution of the foregoing instrument.

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LOUISIANA - COMPANY

On this 30th day of May, 1975 before me appeared Joseph A. Marks and Erwin Millimet, each to me personally known, who, each being by me duly sworn, did say that they are a vice president and assistant secretary, respectively, of LION OIL COMPANY, a corporation duly existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that Joseph A. Marks and Erwin Millimet acknowledged the instrument to be the free act and deed of the corporation.

Given under my hand and seal this 30th day of May, 1975.

MISSISSIPPI - COMPANY

On the 30th day of May in the year 1975, before me personally came Joseph A. Marks and Erwin Millimet to me known, who, being by me duly sworn, did depose and say that they reside at 400 East 56th Street, New York, New York, and 35 Floral Drive, Hastings-on-Hudson, New York, New York, respectively; that they are the vice president and assistant secretary, respectively, of LION OIL COMPANY, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

NEW YORK - COMPANY

On the 30th day of May in the year 1975 before me personally came Joseph A. Marks and Erwin Millimet, to me known, who, being by me duly sworn, did depose and say that they reside at 400 East 56th Street, New York, New York, and 35 Floral Drive, Hastings-on-Hudson, New York, New York, respectively; that they are the vice president and assistant secretary, respectively, of LION OIL COMPANY, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

TENNESSEE - COMPANY

Before me, Notary Public of the state and county aforesaid, personally appeared Joseph A. Marks and Erwin Millimet, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be vice president and assistant secretary, respectively, of LION OIL COMPANY, the within named mortgagor, a corporation, and that they as such vice president and assistant secretary, respectively, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name and affixing the seal of the corporation by themselves as vice president and assistant secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York this 30th day of May, 1975.

Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-3379250
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

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State of New York)
County of New York) ss.:

ALABAMA - TRUSTEE

I, Nettie Rothstein, a Notary Public in and for said county in said state, hereby certify that K. G. PITTIUS and A. W. ASLANIAN whose names as corporate trust officer and assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation, are signed to the foregoing First Supplemental Indenture, and who are known to me, acknowledged before me on this day that, being informed of the contents of the First Supplemental Indenture, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

ARKANSAS - TRUSTEE

On this 30th day of May, 1975, before me, Nettie Rothstein, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named K. G. PITTIUS and A. W. ASLANIAN, to me personally well known, who stated that they were the corporate trust officer and assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

INDIANA - TRUSTEE

Before me, Nettie Rothstein, a Notary Public, this 30th day of May, 1975, personally appeared THE BANK OF NEW YORK by K. G. PITTIUS and A. W. ASLANIAN, its corporate trust officer and assistant secretary, respectively, and acknowledged the execution of the foregoing instrument.

LOUISIANA - TRUSTEE

On this 30th day of May, 1975, before me appeared K. G. PITTIUS and A. W. ASLANIAN, each to me personally known, who, each being by me duly sworn, did say that they are a corporate trust officer and an assistant secretary, respectively, of THE BANK OF NEW YORK, a corporation duly existing under the banking laws of the State of New York, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and that K. G. PITTIUS and A. W. ASLANIAN acknowledged the instrument to be the free act and deed of the corporation.

Given under my hand and seal this 30th day of May, 1975.

MISSISSIPPI - TRUSTEE

On the 30th day of May in the year 1975, before me personally came K. G. PITTIUS and A. W. ASLANIAN, to me known, who, being by me duly sworn, did depose and say that they reside at 158 Hunter Avenue, Staten Island, New York, and 17 Hillcrest Street, Staten Island, New York, respectively; that they are the corporate trust officer and assistant secretary, respectively, of THE BANK OF NEW YORK, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

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NEW YORK - TRUSTEE

On the 30th day of May in the year 1975, before me personally came K. G. PITTIUS and A. W. ASLANIAN, to me known, who, being by me duly sworn, did depose and say that they reside at 158 Hunter Avenue, Staten Island, New York, and 17 Hillcrest Street, Staten Island, New York, respectively, that they are the corporate trust officer and assistant secretary of THE BANK OF NEW YORK, one of the corporations described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereto by like order.

TENNESSEE - TRUSTEE

Before me, Notary Public of the state and county aforesaid, personally appeared K. G. PITTIUS and A. W. ASLANIAN, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be corporate trust officer and assistant secretary of THE BANK OF NEW YORK, one of the within named Trustees, a corporation, and that they as such corporate trust officer and assistant secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name and affixing the seal of the corporation by themselves as corporate trust officer and assistant secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York, this 30th day of May, 1975.

Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-0377870
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1977

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

ALABAMA - INDIVIDUAL TRUSTEE

I, Nettie Rothstein, a Notary Public, hereby certify that SHELDON HARRISON, whose name is signed to the foregoing First Supplemental Indenture and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Supplemental Indenture, he executed the same voluntarily on the date set forth below.

ARKANSAS - INDIVIDUAL TRUSTEE

On this the 30th day of May, 1975, before me, Nettie Rothstein, the undersigned officer, personally appeared SHELDON HARRISON, known to me to be one of the persons whose names are subscribed to the within instrument and acknowledged that he exeucted the same for the purposes therein contained.

INDIANA - INDIVIDUAL TRUSTEE

Before me, Nettie Rothstein, a Notary Public, this 30th day of May, 1975, SHELDON HARRISON acknowledged the execution of the annexed First Supplemental Indenture.

LOUISIANA - INDIVIDUAL TRUSTEE

On this 30th day of May, 1975, before me appeared SHELDON HARRISON, to me personally known, who, being by me duly sworn, did say that he signed and sealed the foregoing instrument, and that SHELDON HARRISON acknowledged the instrument to be his free act and deed.

Given under my hand and seal this 30th day of May, 1975.

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MISSISSIPPI - INDIVIDUAL TRUSTEE

Personally appeared before me, Nettie Rothstein, a Notary Public, the within named SHELDON HARRISON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

NEW YORK - INDIVIDUAL TRUSTEE

On the 30th day of May, 1975, before me personally came SHELDON HARRISON, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same.

TENNESSEE - INDIVIDUAL TRUSTEE

On this 30th day of May, 1975, before me personally appeared SHELDON HARRISON, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of New York, County of New York, State of New York, this 30th day of May, 1975.

Nettie Rothstein
Notary Public

NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-5179250
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ____ minutes A. M. 20 day of June 1975, and that the same has been recorded in Book 187 Page 125 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $25.00 pd.

SEAL H. L. Ferguson, CLERK

Lots 909,911-913,943,971 & 972 Sec B

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Partial Release of this Instrument Recorded in Real Estate T L D Book No. 208 Page 715
This 24 day of Jan 1979
H. D. Ferguson Clerk

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 20th day of June, 19 75,

by and between Phillip Davidson D/B/A Davidson Construction Company

of the first part, hereinafter designated as the GRANTORS; Delta Title Company
Trustee, of the second part, hereinafter designated as TRUSTEE; and
of the third part, hereinafter designated as the BENEFICIARY. National Mortgage Company

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of

Two Hundred Sixty Four Thousand and No/100 - - - - - - - - - - - - - - - - DOLLARS

($ 264,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Said note being payable on demand and being payable to National Mortgage Company and being executed by Phillip Davidson and being given for value received.

Privilege is given and reserved so that the party of the first part, their successors and assigns may at anytime obtain a release from lien of this instrument upon payment to the holder of the above described note the amount of $33,000.00 as payment of each lot, plus accrued interest. Such release to be made at the expense of the party of the first part.

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:

Lots 909, 911, 912, 913, 943, 945, 971 and 972, Section B, DeSoto Village Subdivision, in Section 34, Township 1, Range 8 West, as per plat thereof in Plat Book 8, Pages 12-15, in the Chancery Clerk's Office of DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incompleted condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money hereby shall be advanced as construction progresses upon requisition made by the borrowers for work and material also completed or installed upon the premises to be based on estimates approved by an appraiser of the holder.

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 225
THIS 29 DAY OF Jan 19 79
H. D. Ferguson
CHANCERY CLERK

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.

DAVIDSON CONSTRUCTION COMPANY

Phillip Davidson

PHILLIP DAVIDSON

154

STATE OF MISSISSIPPI

COUNTY OF _____

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

Phillip Davidson

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 20th day of June, 19 75.

Helen Light

Notary Public

My Commission Expires September 1 ...

My Commission expires... My Commission Expires September 1, 1976

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 _____

Deed of Trust

LAND

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.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 00 minutes P. M. 23 day of June 1975, and that the same has been recorded in Book 183 Page 153 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 23 day of June 1975.

Fees $6.50 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 Bobby F. Evans

of 4890 Childs, Memphis, TN 38116 the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of January 19 74, made and executed by Demetra G. Utley

of , to Bobby F. Evans

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 165 of the Record of Trust Deeds, on the 16th 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.

Bobby F. Evans
Bobby F. Evans

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Bobby F. Evans 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 June A. D. 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 10 o'clock
00 minutes A M. 19 day of June 1975, and that the same has been
recorded in Book 187 Page 157 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

158

CANCELLED BY AUTHORITY RECORDED IN BOOK 213 PAGE 452 THIS 14 DAY OF June 1977
H. D. Ferguson CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 16th day of June, 1975, between ROBERT K. SMITH, JR. and wife, CAROL S. 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 FIVE THOUSAND EIGHT HUNDRED SIXTY-TWO and 96/100 DOLLARS ($5,862.96), which includes principal and interest, repayable in 24 equal monthly installments of $244.29 each, beginning July 18, 1975, and due the 18th day of each 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 356, Section D, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 116, Page 489, 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 confided, 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 16th day of June, 1975.

Robert K. Smith
Robert K. Smith, Jr.

Carol S. Smith
Carol S. 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 Robert K. Smith, Jr. and Carol S. Smith, 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 16th day of June, 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 8 o'clock 45 minutes A M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 158 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

57

CANCELLED BY AUTHORITY RECORDED IN BOOK
245 PAGE 693
THIS 16 DAY OF July 19 79
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: George T. Berryhill Jr. and wife Martha A. Berryhill

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: $ 2,736.00 Finance Charge: $ 1044.76 Amount Financed: $ 1691.24 Number of Monthly Instalments: 36 First Instalment Due Date: 7/9/ 19 75 Annual Percentage Rate (Agreed Rate of Charge): 34.47 %

This Deed of Trust, made this 4th day of June 19 75 witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of $25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi:

Lot 4 in Section A, Delta Ridge Mobile Home Park Subdivision as shown on plat Appearing of record in Plat Book 9, Page 30-31 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 3, Range 3.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

x George T. Berryhill Jr. (GRANTOR) SIGN HERE

x Martha A. Berryhill (GRANTOR) SIGN HERE

STATE OF MISSISSIPPI
COUNTY OF DeSoto } SS.

Personally appeared before me, the undersigned authority, the within named George T. Berryhill Jr. and wife Martha A. Berryhill who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 4th day of June 19 75

My commission expires _____ NOTARY PUBLIC

This instrument was prepared by J. S. Delton of Dial Finance Company of Mississippi 5135 Millbranch Road Southaven (ADDRESS) Mississippi.

743 F74 MS

J 2.50

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 June 1975, and that the same has been recorded in Book 187 Page 154 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

160

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by mjm W.E

OTIS MANGRUM and wife, ETHEL MANGRUM,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated April 25, 1975, securing a note in the sum of $ 25,500.00 recorded in Book 185, Page 249, 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 13th day of June, 1975.

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 13th day of June, 1975.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 160 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 3rd day of April, 19 74,
by and between GREENBROOK BAPTIST CHURCH, a Mississippi Corporation
Southaven, Mississippi
of the first part, hereinafter designated as the GRANTORS; JERRY H. BLUNT, Trustee, of the
second part, hereinafter designated as TRUSTEE; and PEOPLES BANK & TRUST,
Trustee for the benefit of the bondholders
of Olive Branch, 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 SEVENTY-FIVE THOUSAND AND NO/100 ---------- DOLLARS ($ 75,000.00),
evidenced by one certain promissory note of even date herewith, payable to said Beneficiary;

One promissory note in the face amount of $75,000.00, with interest thereon at the rate of 8% per annum, compounded semi-annually on the first day of April and October of each year until its maturity. Said note is payable to Peoples Bank & Trust, Trustee for the bondholders, and represents an aggregate of 137 bonds issued by grantors, totaling said amount. Note provides for redemption of bonds on maturity by payment of principal amount plus compounded interest upon surrender of proper bond at the office of the Peoples Bank & Trust, Olive Branch, Mississippi, and for default if any bond is not redeemed at maturity. Default is provided for failure to deposit monies in accordance with provisions of promissory note out of the first income each month of grantors. Note provides for attorney's fees and all costs in the event of default and if the note is placed in the hands of an attorney for collection. Each bond issued in connection with said promissory note will have a value at maturity as computed and shown in the table of values on said bond.

said note or notes 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,

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:

Part of Section 19, Township 1 South Range 7 West, DeSoto County, Mississippi, more particularly described as follows: Beginning at a point in the west line of Greenbrook Parkway at the southeast corner of Lot 977, Greenbrook Subdivision, Section "H", as shown by the plat recorded in Plat Book 9, page 44, in the office of the Chancery Clerk of said County, said point being at the northerly line of a 200 foot wide TVA easement; thence south along a projection of the west line of Greenbrook Parkway 160.97 feet to a point at the beginning of a curve to the right with the radius of 300 feet; thence westwardly along the arc of said curve 46.74 feet to a point at the end of said curve in the north line of proposed Nasco Road; thence westwardly along the northerly line of proposed Nasco Road 655.30 feet to a point in the east line of the George Winfield property; thence north along the east line of said Winfield property 454.31 feet to a point in the northerly line of said TVA easement; thence eastwardly along the northerly line of said TVA easement 671.60 feet to the point of beginning.

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 2000,000.00 (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. The total of the indebtedness so made shall all be a part and portion of this first deed of trust.

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 specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the 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.

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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 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 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 ot 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 thun 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.

The Grantors bind themselves to deposit the amounts set forth in a promissory note of even date herewith, said note being executed as security and in connection with this deed of trust; said monies being paid from the first income of said church and if not made in accordance with provisions of said note this deed of trust shall be in default.

The Grantor herein contemplates the issuance of one or more additional series of bond issues, before the cancellation of record of this instrument, and such issues, if and when made are secured by this Deed of Trust, and each such issue, if and when made or any bond which is a part thereof, is equally secured with all other bonds, regardless of the series.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

GREENBROOK BAPTIST CHURCH

ATTEST:

Ralph Foster
Secretary

BY: Jackie Dearyn
Jackie Dearyn

Donald G. Hardy
Donald G. Hardy

R. V. Clifton
R. V. Clifton

Trustees

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STATE OF MISSISSIPPI

COUNTY OF_____

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

_____

who severally acknowledged that_____signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the_____day of_____, 19____.

_____
Notary Public

My Commission expires:_____

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

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

Donald G. Hardy, R. V. Clifton and Ralph Lester

who severally acknowledged that they are Trustees and Secretary respectively of

Greenbrook 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 3rd day of April 19 74

Notary Public

My Commission expires April 3, 1977

LAND
Deed of Trust

FROM

TO

Filed for Record the_____day of_____
19____, at_____o'clock_____M.

Chancery Clerk.

STATE OF MISSISSIPPI, DeSoto County } Chancery Court.

I certify that this Deed of Trust was filed for record in my office at 8:30 o'clock A M. on the 23rd day of June 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.

STATEMENT 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 8 o'clock 30 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 161 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 11th day of February, 19 74, by and between IMMANUAL BAPTIST CHURCH OF OLIVE BRANCH, MISSISSIPPI, A Mississippi Corporation of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT, Trustee, of the second part, hereinafter designated as TRUSTEE; and PEOPLES BANK & TRUST CO., Olive Branch, Miss. Trustee for the bondholders of Olive Branch, Miss., of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($ 200,000.00), evidenced by one certain promissory note of even date herewith, payable to said Beneficiary:

One promissory note in the face amount of $200,000.00, with interest thereon from date at the rate of 8%; interest payable semiannually on the 1st day of February and August of each year, beginning on the 1st day of August, 1974, with final interest payment being payable on the 1st day of August, 1987. Note is payable to Peoples Bank & Trust Co., Trustee for the bondholders, and represents an aggregate of 186 bonds issued by grantors, totaling said amount. Note provides for redemption of bonds on maturity and payment of interest when due, upon surrender of proper bond or interest coupon at offices of the Peoples Bank & Trust Co., Olive Branch, Mississippi, and for default if any bond is not redeemed on maturity or any interest coupon not paid when due. Bonds mature semi-annually on the 1st day of February and August of each year, with first bonds maturing on the 1st day of August, 1976, and final bonds maturing on the 1st day of August, 1987. Default is provided for failure to assign $11.20 per month per thousand dollars of the face amount out of the first income each month of grantors. Note provides 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 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 specificially 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:

A 4 acre tract of land described by metes and bounds as follows:
5.0 acres in the Southwest Quarter of Section 20, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as beginning at a point where the Southwest line of U. S. Highway No. 78 intersects the Southwest line of New State Road; thence North 82 degrees 22 minutes 45 seconds West along the Southwest right of way line of the New State Road 402.78 feet to a point; thence South 51 degrees 50 minutes 30 seconds West along the South right of way line of the New State Road 305.71 feet to a point, being the Northeast corner of a five acre tract and the point of BEGINNING; thence continuing South 51 degrees 51 minutes 30 seconds West along the South right of way line of the New State Road 69.49 feet to a point; thence South 59 degrees 18 minutes 15 seconds West along the South right of way line of the New State Road 312.86 feet to a point; and South 29 degrees 15 minutes 45 seconds East 570.0 feet to a point; thence North 59 degrees 18 minutes 15 seconds East and being parallel to the South right of way line of the New State Road 381.56 feet to a point; thence North 29 degrees 15 minutes 45 seconds West 579 feet to the point of beginning, containing 5.0 acres.

LESS AND EXCEPT,

1 acre more or less in the southwest quarter of Section 20, Township 1 South, Range 6 West in DeSoto County, Mississippi, more particularly described as: BEGINNING at a point where the Southwest line of U. S. Highway 78 intersects with the Southwest line of New State Road; thence North 82 degrees 22 minutes 45 seconds West along the Southwest ROW line of the New State Road 402.78 feet to a point; thence South 51 degrees 50 minutes 30 s3conds West along the South ROW line of the New State Road 375.20 feet to a point; thence South 59 degrees 18 minutes 15 seconds West along the South ROW line of the New State Road 200.16 feet to a point; thence South 29 degrees 32 minutes 07 seconds East 48.45 feet to a point being the Northwest corner of a 1 acre tract and being the point of beginning; thence South 29 degrees 32 minutes 07 seconds East 181.50 feet to a point; thence North 60 degrees 27 minutes 53 seconds East 240.0 feet to a point; thence North 29 degrees 32 minutes 07 seconds West 181.50 feet to a point; thence South 60 degrees 27 minutes 53 seconds West 240.0 feet to the point of beginning and containing 43,560 square feet on 1.0 acres.

Which is secured by a first lien deed of trust in favor of the Peoples Bank & Trust Co., Olive Branch, 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 $ 500,000.00 (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. The total of the indebtedness so made shall all be a part and portion of this first deed of trust.

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 specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the 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 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 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.

This mortgage is second and subordinate to that held by Williard Williams.

The Grantors bind themselves to deposit with the Trustee $11.20 per month per Thousand Dollars and assign said amount out of the first monies or income of the said Church.

If any interest coupon on any bond of the series is not paid when due, if any bond so issued is not redeemed on maturity; if monies assigned are not deposited according to the stipulation above, then this Deed of Trust shall be in default at the option of the Trustee for the bondholders, or any successor trustee.

The Grantor herein contemplates the issuance of one or more additional series of bond issues, before the cancellation of record of this instrument, and such issues, if and when made are secured by this Deed of Trust, and each such issue, if and when made or any bond which is a part thereof, is equally secured with all other bonds, regardless of the series.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

IMMANUEL BAPTIST CHURCH OF OLIVE BRANCH, MISSISSIPPI

ATTEST: Ralph Wagner

Secretary

BY: Ralph Wagner
Ralph Wagner

Roy M. Voyles
Roy M. Voyles,

Dean Hollowell
Dean Hollowell

Trustees

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STATE OF MISSISSIPPI

COUNTY OF_____

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

_____

who severally acknowledged that_____signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the_____day of_____, 19____

_____
Notary Public

My Commission expires_____

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ralph Wagner, Roy M. Voyles, Dean Hollowell and Mrs. Ralph Wagner

who severally acknowledged that they are Trustees and Secretary respectively of Immanuel Baptist Church of Olive Branch, Mississippi, 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 11th day of July 19 74

Notary Public

My Commission expires_____

LAND
Deed of Trust

FROM

TO

Filed for Record the_____day of_____
19____, at_____o'clock____M.
Chancery Clerk.

STATE OF MISSISSIPPI, DeSoto County } Chancery Court.

I certify that this Deed of Trust was filed for record in my office at 8:30 o'clock A.M. on the 23rd day of June 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 MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 165 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
279 PAGE 325
THIS 15 DAY Dec 1981
N. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

FRANK CHRISTOPHER (Also Known As FRANK JAMES CHRISTOPHER), and
EDWARD L. WHITTEN, SR.,

of the first part, hereinafter designated as the Grantor,

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

THE SECURITY BANK OF HERNANDO, 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

TWO THOUSAND AND NO/100 - DOLLARS

($ 2,000.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of nine (1) per centum per ------ annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

One (1) Year from date, being June 19, 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: Fourteen and Two-Thirds (14-2/3) Acres, more or less, in the East Part of the Northeast Quarter of Section 24, Township 2 South, Range 8 West, DeSoto County, Mississippi, described as: BEGINNING at a point 4.50 chains West and 6.63 chains North of the Southeast Corner of the said Section 24; thence North 9.37 chains; thence West 12.08 chains; thence South 6 chains; thence West 10 chains; thence South 3.37 chains to Dick Christopher's Northwest Corner; thence East 22.08 chains to the Point of Beginning;

LESS AND EXCEPT: Four (4) Acres conveyed to the State of Mississippi for highway purposes;

LESS AND EXCEPT: 4.2 Acres conveyed to Frank James Christopher by Sarah Lyons.

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- AND -

TRACT II:

The North Four (4) Acres of the Sarah Lyons approximate 10-acre home place situated in the Northeast Quarter of Section 24, Township 2 South, Range 8 West, DeSoto County, Mississippi; and more particularly described as follows, to-wit:

The North Four Acres of the Sarah Lyons original 14-2/3 acre home place, which original place is described as: BEGINNING at a point 4.50 chains West and 6.63 chains North of the Southeast Corner of the Northeast Quarter of the said Section 24; thence North 9.37 chains; thence West 12.08 chains; thence South 6 chains; thence West 10 chains; thence South 3.37 chains to the Northwest Corner of the former Dick Christopher lands; thence East 22.08 chains to the Beginning; which said original 14-2/3 acre tract is the same lands that were conveyed to Sarah Lyons by Louis Christopher, et al by Partition Deed dated January 20, 1934, and of record in Book 24, Page 5 of the Deed Records of DeSoto County, Mississippi; LESS AND EXCEPT: 4.70 Acres, more or less conveyed to the State Highway Commission from Sarah Lyons by two (2) Deeds recorded in Book 41, Page 357 and in Book 41, Page 511 of the Deed Records of said county;

And being the same land conveyed in Warranty Deed Book 48, Page 592 and in Warranty Deed Book 56, Page 369 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 18th day of June, 19 75.

/s/ Edward L. Whitten, Sr.
Edward L. Whitten, Sr.

/s/ Frank Christopher
Frank Christopher (Also Known As Frank James Christopher)

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named FRANK CHRISTOPHER (Also Known As FRANK JAMES CHRISTOPHER), and EDWARD L. WHITTEN, SR., 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 June, 19 75.

My Commission Expires: My Commission Expires April 19, 1979

(SEAL)

/s/ Lola L. Pierce
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. 23 day of June 1975, and that the same has been recorded in Book 187 Page 169 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

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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 EDWARD L. WHITTEN, SR.

~~XX~~ the beneficiary, does hereby certify that a certain trust deed bearing date the 18th day of October 1974, made and executed by FRANK CHRISTOPHER, ~~XX~~ to Edward L. Whitten, 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. 180 on page 542 of the Record of Trust Deeds, on the 21st day of October, A. D. 1974, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Edward L. Whitten, Sr.
Edward L. Whitten, Sr.

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 L. WHITTEN, 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 19th day of June, A. D. 1975.

Mable B. Mays
NOTARY PUBLIC

My Commission Expires: 4-3-79

My Commission Expires April 3, 1979

LAWYERS-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 172 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Lot 41

Partial Release of this Instrument Recorded in Real Estate TID Book No. 225 Page 669
This 25 day of May 1978
W. D. Ferguson Clerk

Lot 34

Partial Release of this Instrument Recorded in Real Estate TID Book No. 197 Page 233
This 15 day of June 19 76
W. D. Ferguson Clerk

Deed of Trust

To

JAMES E. McGEHEE & COMPANY, INC.

CANCELLED BY AUTHORITY RECORDED IN BOOK 226 PAGE 90
THIS 2 DAY OF June 1978
W. D. Ferguson
CHANCERY CLERK

THIS DEED OF TRUST, Made and entered into this the 4th day of JUNE, 1975
by and between MSM BUILDERS, INC.

of the first part, hereinafter designated as the GRANTORS; MAX B. OSTNER, JR.
Trustee, of the second part, hereinafter designated as TRUSTEE; and JAMES E. McGEHEE & COMPANY, INC. of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of ONE HUNDRED SIXTY THOUSAND AND 00/100- - - - - - - - - - - - - - - DOLLARS ($ 160,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

NOTE IS DUE AND REPAYABLE ON DEMAND, BUT IF NO DEMAND IS MADE, ON OR BEFORE JUNE 4, 19 76 .

AS PROVIDED IN THE NOTE ON THE UNPAID PRINCIPAL BALANCE OF THE INDEBTEDNESS

said note bearing interest from DATE at the rate of [illegible] per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;
INTEREST PAYABLE MONTHLY ON THE FIRST DAY OF EACH MONTH.

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:

Lots 34, 41, 42, 43 and 44, Section "A" Revised, Churchwood Estates Subdivision in DeSoto County, Mississippi as per plat thereof recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

RELEASE CLAUSE: This deed of trust is given on condition that any of the aforementioned lots will be released from the lien of this deed of trust upon payment to beneficiary of the sum of $32,000.00 per lot to be released plus accrued interest to date.

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.

MSM BUILDERS, INC.

BY: Michael S. Mosby

MICHAEL S. MOSBY, PRESIDENT

ATTEST: Mark S. Majovski

Mark S. Majovski, Secretary-Treasurer

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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

_____

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

_____
Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DeSoto

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

Michael S. Mosby and Mark S. Majovski

who severally acknowledged that they are President and Secretary-Treasurer respectively of

MSM Builders, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 4th day of June, 1975

D B Bridges Jr. P.C.
Notary Public

My Commission expires 9-25-78

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 11 o'clock A. M. on the 23 day of June 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.

5.00 Pd

RETURN TO:
W. F. R., & E., 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 and minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 173 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 299 576
THIS 28 DAY OF June 1983
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 16th day of June, 1975, between JOHN ALFRED HARTER and wife, KAREN A. HARTER, Party of the First Part, and SECURITY BANK, SOUTHAVEN, MISSISSIPPI, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of EIGHT THOUSAND THREE HUNDRED FORTY-ONE and 80/100 DOLLARS ($8,341.80), which includes principal and interest, repayable in 60 equal monthly installments of $139.03 each, beginning July 20, 1975, and due the 20th day of each month thereafter until whole of said 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 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 648, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 164, Page 76, 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 confided, 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 16th day of June, 1975.

John Alfred Harter
John Alfred Harter

Karen A. Harter
Karen A. Harter

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 Alfred Harter and Karen A. Harter 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 16th day of June, 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 8 o'clock 45 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 177 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF LOUISIANA
PARISH OF RAPIDES

KNOWN ALL MEN BY THESE PRESENTS: That Laurence H. Mitchell, III and wife, Patrica M. Mitchell of Pineville, Louisiana, the beneficiary does hereby certify that that certain deed of trust bearing date of December 21, 1974, made and executed by Gerald K. McCandless and wife, Sharon B. McCandless 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 Book 182, page 319 of the land Trust Deed Records of DeSoto County, Mississippi on the 30th day of December, 1974, is now fully paid and satisfied; and the undersigned do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi to enter satisfaction and certificate of payment in full upon said instrument and this order be recorded in the records of said County as is provided by law.

Witness our signatures this the 2nd day of June, 1975.

Laurence H. Mitchell, III

Patricia M. Mitchell (wife)

STATE OF LOUISIANA
PARISH OF RAPIDES

This day personally appeared before me the undersigned authority in and for said Parish and State, Laurence H. Mitchell, III and wife, Patricia M. Mitchell, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein mentioned and for the purposes therein expressed.

Given under my hand and official seal this 2nd day of June, 1975.

Notary Public

My Commission Expires:

Death

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock AM. 23 minutes AM. 23 day of June 1975, and that the same has been recorded in Book 187 Page 178 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

FULLY PAID AND SATISFIED 2/10/81
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION Ronald E Beck
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31. F. R. 14109.
H. G. Ferguson, Chancery Clerk
M. Mims, D. C.

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, June 3 1975 (Date)

by and between the undersigned Earnest McNeil and wife, Mary L. McNeil

residing in DeSoto County, Mississippi, whose post office address is R-3, Box 132A, Collierville, TN 38017, Mississippi,

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

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*
July 10, 1972	$2400.00	6.3750	1-1-79

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

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' to a stake; thence North 210' to a stake; thence W 210' to a stake;

thence South 210' 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, MS

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.

Earnest McNeil
Earnest McNeil

Mary L. McNeil
Mary L. McNeil

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ in and for said County and State, the within named Earnest McNeil and Mary L. McNeil 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 5 day of June, 19 75.

(SEAL)

My Commission Expires:

H. D. Ferguson
(Signature)

Chancery Clerk
(Title)

By D. W. Wolfolk, D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 179 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 272
THIS 12 DAY OF Dec. 19 75
W. L. 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 DAVID W. BRITT AND WIFE,

FRANCES J. BRITT

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK
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

One Hundred & 00/100----------DOLLARS

($ 100.00) 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 15th 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 6, Section A Revised, Lakewood Estates Subdivision as shown by the plat recorded in Plat Book 7, Pages 49-51 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, 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 becomes 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 19th day of June 1975.

David W. Britt
DAVID W. BRITT

Frances J. Britt
FRANCES J. BRITT

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 David W. Britt and wife, Frances J. Britt 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 June 1975.

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Elaine B. Barber
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. 23 day of June 1975, and that the same has been recorded in Book 187 Page 183 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

D.C.

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PARTIAL RELEASE

For value received, the undersigned beneficiary of that certain deed of trust made and executed by Churchwood Development Corporation to Ervin McKay, Trustee for National Bank of Commerce dated April 21, 1972 and appearing of record in Real Estate Trust Deed Book 141, page 160, filed for record April 21, 1972 at 4:00 p.m. in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lots 34, 41, 42, 43 and 44, 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 45-46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a partial release releasing only the above described land. In all other respects, said lien instruments shall remain in full force.

The undersigned beneficiary hereby authorized the Chancery Clerk of DeSoto County, Mississippi, to make the appropriate marginal notations on the face of the lien instrument.

Witness the signature of the duly authorized officer of the corporation this the 16th day of June, 1975.

NATIONAL BANK OF COMMERCE

BY: William H. Diehl - Real Estate Loan Officer

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

William H. Diehl, the Real Estate Loan Officer of said Corporation, who acknowledged that he signed and delivered the above and foregoing partial release on behalf of said corporation as his free and voluntary act and deed and for the purposes therein expressed.

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

Notary Public

My Commission Expires:

March 10, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 184 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 353
This the 19 day of April 1979
H. L. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 386
This the 30 day of July 19 25
H. L. Ferguson Clerk

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

VA Form 26-6321 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-37417-SR

THIS DEED OF TRUST, made and entered into this 8th day of MAY, 19 75, by and between

WILLIAM M. LAWRENCE & WIFE, BARBARA LAWRENCE

CANCELLED BY AUTHORITY. RECORDED IN BOOK
479 PAGE 734
THIS 7th DAY OF Aug. 19 89
W. E. Davis
CHANCERY CLERK
by D. Taylor, D.C.

, hereinafter called the Grantor;
DELTA TITLE COMPANY , hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY , a corporation organized
post-office address at STATE OF TENNESSEE , having its principal office and
Beneficiary: 4041 KNIGHT ARNOLD ROAD , hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 612, SECTION B, SOUTH ½, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section 34, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point on the Easterly Line of Greenbriar Drive, a distance of 1010.12 feet (as measured alongthe Easterly Line of Greenbriar Drive), Southerly from the tangent intersection with the Southerly Line of Greenbriar Cove East, said point being the Southwesterly Corner of Lot 613; thence N 58° 36' E, along the line between Lots 612 and 613, a distance of 122.62 feet; thence S 31° 24'E, parallel with the Centerline of Greenbriar Drive, a distance of 98.86 feet to the Northeasterly Corner of lot 611; thence S 77° 20' 06" W, along the line between Lots 611 and 612, a distance of 108.39 feet; thence Northerly, along the Easterly Line of Greenbriar Drive, on a curve to the left, having a radius of 50.00 feet, an arc distance of 55.62 feet; thence Northerly, on acurve to the right, having a radius of 35.00 feet, an arc distance of 15.22 feet to the point of beginning, AS PER SURVEY BY R. H. McMULLEN, R. L. S. DATED MARCH 27, 1975, REVISED MAY 7, 1975.

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 [illegible] property on the basis of race, color or creed. Upon any violation of this undertaking, this mortgage herein may, at it[illegible], declare the unpaid balance of the debt secured hereby immediately due and payable.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and 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.

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 TWO HUNDRED & NO/100----* Dollars ($ *28,200.00--*), with interest from date at the rate of *SEVEN AND 3/4-------* per centum (*7-3/4*%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *TWO HUNDRED TWO & 19/100--* Dollars ($ *202.19---*), 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) ha S hereunto set HIS hand(s) the day and year herein first written above.

William M. Lawrence
WILLIAM M. LAWRENCE

Barbara Lawrence
BARBARA LAWRENCE

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Val Dean, the undersigned Notary Public in and for said County, the within named WILLIAM M. LAWRENCE and BARBARA LAWRENCE, 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 8th day of MAY, 1975.

M. Val Dean

My Commission Expires July 3, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 10 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 187 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 188 Page 384 This the 30 day of July 19 76 N. L. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 208 Page 520 This the 22 day of Feb 19 77 N. L. Ferguson Clerk

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

VA Form 26-6321 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-37418-SR

THIS DEED OF TRUST, made and entered into this 12th day of MAY, 19 76, by and between

ROBERT WILLIAM HALL, JR. AND WIFE, DONNA E. HALL

, hereinafter called the Grantor;
DELTA TITLE COMPANY , hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY / STATE OF TENNESSEE, a corporation organized, 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 651, SECTION B, SOUTH ½, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in platbook 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point on the Northerly Line of Fair Meadow Drive, a distance of 111.80 feet Easterly (as measured along the Northerly Line of Fair Meadow Drive), from the tangent intersection with the Easterly Line of Forest Glen Drive, said point being the Southeast Corner of Lot 683; thence N 32° 27' 27" W, along the line between Lots 651 and 683, a distance of 90.04 feet; thence N 6° 04' E, along the line between Lots 651 and 682, a distance of 57.34 feet; thence N 73° 23' 15" E, along the line between Lots 651 and 661, a distance of47.09 feet to the NorthWest Corner of Lot 652; thence S 26° 02' E, along the line between Lots 651 and 652, a distance of 126.58 feet; thence Westerly, along the Northerly Line of Fair Meadow Drive, on a curve to the left, having a radius of 597.96 feet, an arc distance of 67.00 feet to the point of beginning, AS PER SURVEY BY R. H. McMULLEN, R. L. S. DATED MARCH 27, 1975, REVISED MAY 9, 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;

Assignment of this Instrument Recorded in Real Estate T/D Book No. 207 Page 315 This the 19 day of April 19 77 N. L. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 207 Page 357 This the 19 day of April 19 77 N. L. 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 EIGHT THOUSAND TWO HUNDRED & NO/100---* Dollars ($ *28,200.00--*), with interest from date at the rate of *SEVEN AND 3/4-----* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *TWO HUNDRED TWO & 19/100--* Dollars ($ *202.19---*), 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) h*if* hereunto set *HIS* hand(s) the day and year herein first written above.

Robert William Hall Jr.
ROBERT WILLIAM HALL, JR.

Donna E. Hall
DONNA E. HALL

STATE OF MISSISSIPPI, *TENNESSEE*
COUNTY OF *SHELBY* } ss:

Personally appeared before me *M. Vallean*, the undersigned *Notary public* in and for said County, the within named *ROBERT WILLIAM HALL, JR.* and *DONNA E. HALL*, his wife, who acknowledged that *they* signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this *12th* day of *MAY*, 19 *75*.

M. Vallean

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 10 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 191 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL *H. D. Ferguson*, CLERK

Book 187
Page 295
Error

Released and Cancelled
Th 29 day of July 1982
DeSoto Title Co., Inc. Trustee
By
President
Attest:
Chancery Clerk By D.C.

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 359
This the 19 day of April 19 79
H. L. Ferguson Clerk

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D-37419 gl

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

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 21st day of MAY , 1975 , by and between

DARYL WAYNE CATES AND WIFE, DOROTHY A. CATES

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

, a corporation organized and existing under the laws of STATE OF TENNESSEE , having its principal office and post-office address at 4041 KNIGHT ARNOLD ROAD , hereinafter called the Beneficiary: MEMPHIS, TENNESSEE 38118

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 654, Section B, South Half, and Section East of Cow Pen Creek, DESOTO VILLAGE SUBDIVISION, in Sections33, and 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16-21, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particular described as follows:
Beginning at a point on the Northerly Line of Fair Meadow Drive, a distance of 111.83 feet Westerly (as measured along the Northerly Line of Fair Meadow Drive) from the tangent intersection with the Westerly line of Greenbriar Drive, said point being the Southwest Corner of Lot 655; thence Westerly, along the Northerly Line of Fair Meadow Drive, on a curve to the left, having a radius of 597.96 feet,an arc distance of 67.00 feet; thence N 13°11'54"W, along the line between Lots 653 and 654, a distance of 118.06 feet to the Northeast Corner of Lot 653; thence N 73°23'15"E, along the line between Lots 654 and 658, a distance of66.62 feet; thence S 33°24'13"E, along the line between Lots 654 and 656, a distance of 32.19 feet ;thence S 6°46'43"E, along the line between Lots 654 and 655, a distance of 96.18 feet to the point of beginning. As per survey by R.H. McMULLEN, RLS, dated May 9, 1975.

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 as 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 shall prohibit or restrict the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this covenant, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The holder of the indebtedness described herein shall have the right from time to 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 such is available under the National Flood Insurance Act of 1968 or subsequent similar legislation, said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon, and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

together with all 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
713 PAGE 252
THIS 1 DAY OF July 19 94
W. E. Davis
CHANCERY CLERK
by B. Cleveland dc

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 380
This the 30 day of July 19 25
H. L. 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 EIGHT THOUSAND TWO HUNDRED AND NO/100---Dollars ($ 28,200.00---), with interest from date at the rate of SEVEN AND 3/4---- per centum (7&3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 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 TWO AND 19/100---- Dollars ($ 202.19----), commencing on the first day of JULY , 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 JUNE , 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 s hereunto set his hand(s) the day and year herein first written above.

Daryl Wayne Cates
DARYL WAYNE CATES

Dorothy A. Cates
DOROTHY A. CATES

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M Vollman, the undersigned Notary public in and for said County, the within named DARYL WAYNE CATES and DOROTHY A. CATES, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 21st day of MAY, 1975.

M. Vollman

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 10 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 195 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 208 Page 570
This the 22 day of Feb 19 77
N. H. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 385
This the 30 day of July 19 75
N. H. Ferguson Clerk

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

VA Form 26-6322 (Home Loan)
Revised December 1945. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-29081-SR

THIS DEED OF TRUST, made and entered into this 18th day of JUNE, 1975, by and between

JOHN LOUIS BRASSEL AND WIFE, JUNE BRASSEL

, hereinafter called the Grantor;
DELTA TITLE COMPANY , hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
post-office address at STATE OF TENNESSEE, having its principal office and
Beneficiary: 4041 KNIGHT ARNOLD ROAD, 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 property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 1234, SECTION C, SOUTH, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in platbook 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 an iron pipe in the south line of Cherry Cove west 179.76 feet northwestwardly from the point of intersection of said south line and the west line of Forest Gate Road; thence northwardly 40.0 feet with the south line of Cherry Cove West to a point, the southeast corner of lot 1233; thence northwestwardly 105.0 feet with the south line of lot 1233 to a point; thence southwestwardly 57.76 feet to a point; thence southeastwardly 77.63 feet to an iron pipe in the northwest corner of lot 1235; thence northeastwardly 105.0 feet with the north line of lot 1235 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED APRIL 15, 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 with 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 liability of the indebtedness includes flood insurance and such 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 insure 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 hereby 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 governed 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;

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 315
This the 12 day of Dec 19 79
N. H. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1767 PAGE 120
THIS 14 DAY OF July 2003
W E Davis CHANCERY CLERK
By M. Cain, 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 *TWENTY SEVEN THOUSAND SEVEN HUNDRED & NO/100--* Dollars ($ *27,700.00--*), with interest from date at the rate of *SEVEN & 3/4------* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED NINETY EIGHT 61/100-* Dollars ($*198.61----*), commencing on the first day of *AUGUST* , 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 *JULY, 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.

John Louis Brassel
JOHN LOUIS BRASSEL

June Brassel
JUNE BRASSEL

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me , the undersigned
in and for said County, the within named JOHN LOUIS BRASSEL and
JUNE BRASSEL , his wife, who acknowledged that ~~he~~ they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 18th day of JUNE , 19 75.

My Commission Expires July 3, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
10 minutes P M. 23 day of June 1975, and that the same has been
recorded in Book 487 Page 199 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
188 PAGE 242
THIS 25 DAY OF July 19 75
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: ($ 5,211.00) Five Thousand Two Hundred Eleven and 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 ~~xxxx

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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 20th day of June 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, 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 20th day of June 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 45 minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 203 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of June 1975.

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
188 PAGE 314
THIS 30 DAY OF July 19 25
A. D. 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 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: ($ 5,211.00) Five Thousand Two Hundred Eleven & 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 of ~~XXXXXXX~~ 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 20th day of June 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 20th day of June 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 no minutes A M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 205 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of June 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 196 Page 652 This the 2 day of [illegible] 19 76
[illegible] D.C. [illegible] Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 188 Page 253 This the 25 day of July 19 75
W. E. Travis Clerk

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 19th day of June, 1975, by and between WILLIAM K. MANNING and wife, SHELIA D. MANNING,

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

WORTMAN & MANN, INC., a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State St., 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 203, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

Assignment of this Instrument Recorded in Real Estate T/D Book 362 Page 142 This the 14th day of April 1986
N.D. Jernigan D.C.

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

IN TRUST, HOWEVER, to secure to

WORTMAN & MANN, INC., a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Nine Hundred Fifty and No/100********* Dollars ($ 30,950.00), with interest from date at the rate of seven & three-fourths per centum (7-3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc.,

444 North State Street in Jackson, Mississippi,

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twenty-One and 91/100******** Dollars ($ 221.91), commencing on the first day of August, 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 July, 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 the obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

Assignment of this Instrument Recorded in Real Estate T/D Book 501 Page 432 This the 13th day of March 1990
W. E. Davis Chancery Clerk by D. Taylor, D.C.

CANCELLED BY AUTHORITY. RECORDED IN BOOK 486 PAGE 530
THIS 9 DAY OF Oct 19 89
W. E. Davis Chancery Clerk by B.C., D.C.

Assignment of this Instrument Recorded in Real Estate T/D Book 454 Page 240 This the 8 day of Nov 19 88
W E Davis by K Cole Clerk

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (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) 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 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) ha ve hereunto set their hand(s) the day and year herein first written above.

William K. Manning
William K. Manning

Shelia D. Manning
Shelia D. Manning

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Edna E. Camp the undersigned Notary Public in and for the said County, the within named William K. Manning and Shelia D. Manning, 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 19th day of June, 19 75

(SEAL)
My Commission Expires:
April 9, 1979.

Edna E. Camp
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. D. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 10 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 207 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 195 Page 416
This the 26 day of Jan 1926
A. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 87
This the 18 day of July 1925
A. D. Ferguson Clerk

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 19th day of June, 1975, by and between JAMES LARRY NEWTON and wife, BARBARA A. NEWTON,

, 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 and post-office address at 444 North State Street, Jackson, Mississippi, having its principal office 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 28, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

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

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

IN TRUST, HOWEVER, to secure to WORTMAN & MANN, INC., and existing under the laws of the State Of Mississippi a corporation organized of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand One Hundred Fifty and No/100********* Dollars ($ 32,150.00), with interest from date at the rate of seven & three-fou Titus per centum (7-3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty and 52/100********** Dollars ($ 230.52), commencing on the first day of August, 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 July, 2005.

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

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

Assignment of this Instrument Recorded in
Real Est. T/D Book
No. 362 Page 726
This the 14 day of April 1986
A. D. Ferguson Clerk

DJ

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 M. Graham, DC

1367 PAGE 571
THIS 13 DAY OF Aug 2001
W-E Davis
By M. Cahi, DC

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) days from the date hereof (written

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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 Grantorhereby 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 VC hereunto set their hand(s) the day and year herein first written above.

James Larry Newton

Barbara A. Newton

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me, Edna E. Camp, the undersigned Notary Public in and for the said County, the within named James Larry Newton and Barbara A. Newton, 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 19th day of June, 1975.

(SEAL)

My Commission Expires:
April 9, 1979.
STATE OF MISSISSIPPI

Edna E. Camp
NOTARY PUBLIC

COUNTY OF DeSoto

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 23 day of June 1975, and that the same has been
recorded in Book 187 Page 210 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

This Instrument prepared by: H H McKnight atty 99 N 3rd Memphis Tenn

DEED OF TRUST

This Indenture Made and entered into this 5th day of June 1975

by and berween

Lizzie Holmes and
Mary Watkins

Maurice McGehee - Trustee

of the first part, and Trustee, of the second part,

WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in ~~Shelby~~ County, ~~Tennessee~~, to-wit: DeSoto Mississippi

That certail lot or parcel of land lying and situated on Section 13 Township 3 Range 8 in Hernando Mississippi DeSoto County described as follows, to wit; beginning at a point 35 yards north of the southeast corner of lot No 442 as the same appears from the official map of the town of Hernando Miss. on file in the office of the Chancery Court Clk of DeSoto County Miss. running thence north along the east line of said lot 35 yards to a stake thence west 35 yards to a stake thence south 35 yards to a stake thence east 35 yards to the point of beginning. recorded in Book 36 page 162 of the 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 aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

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

But this is a Trust Deed, and is made for the following uses and purposes, and none other, that is to say: The said parties of the first part are justly indebted to M&M Bail Bond Co or the holder of the notes hereinafter mentioned, in the sum of Two thousand five hundred dollars ($2,500.00) Dollars, evidenced by

Said company is making a criminal offense bond for James E Dennis who is charged with the offense of Robbery with a deadly weapon and the purpose of this instrument is to indemnify said company against any loss it may sustain in making this bond in the amount of $2,500.00

It is further agreed that i and when the above named defendant makes his appearance in the Criminal Court of Shelby County Tennessee on the above named charges, and when said company is released of all liability on said bond, and when all debts, fees, obligations due on indemnity contract signed and dated 6-5-75 are paid in full; then this instrument is null and void

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than $..... against fire..... in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

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upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, mainrain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quitclaim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possesion of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fees of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this deed of trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of $_____ per month, commencing with the date of delivery of the Trustee's deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

X Lizzie Holmes

X Mary Watkins

STATE OF TENNESSEE, COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared _____ and _____ with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the ____ President, and the Secretary of _____, the within named bargainor, a corporation; and that they, as such ____ President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said _____ subscribing thereto the name of the corporation, by himself as such ____ President, and by the said _____ affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this ____ day of _____, 19____

MY COMMISSION EXPIRES: _____

_____
Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY }

On this 5th day of June 1975 19____ before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lizzie Holmes and Mary Watkins to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written. My commission expires: April 11, 1979

Notary Public.

State Tax . . . . $_____ STATE OF TENNESSEE, County of Shelby } Reg. No.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ____ minutes A. M. 19 day of June 1975, and that the same has been recorded in Book 187 Page 213 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

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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

VIRGIL E. HAMBLEN and wife, FANNY L. HAMBLEN,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated June 10, 1975, securing a note in the sum of $32,800.00 recorded in Book 186, Page 543, 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 13th day of June, 19 75.

BAILEY MORTGAGE COMPANY

William Cook

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 13th day of June, 1975.

Margaret Jo Guillene Moore
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 8 o'clock 45 minutes A.M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 215 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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Paid, Cancelled and Cancelled
This 1986 day of October 1977
George S. McIngvale
Trustee

Attest
Chancery Clerk
By D. C. McCain, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

William Eugene Wilson, et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 17th day of June 19 75
between William Eugene Wilson and wife, Mabel Wilson
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 Nineteen Thousand Five Hundred Dollars ($19,500.00) evidenced by a promissory note of even date, bearing 10% from maturity, due and repayable in 60 equal monthly installments of $325.00 each, first of said installments shall be due July 20, 1975 and one installment due each succeeding month thereafter until paid in full

~~and said party of the second part may furnish the party of the first part during the year 19 ___, not to exceed ___ and the said 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 have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that ___ are to be cultivated by ___ said family or any hands working with or under ___ either as laborers or tenants or otherwise during the year 19 ___, on the land that ___ may cultivate, or cause to be cultivated, as landlord or tenant and also ___ farming implements of every kind and~~

Part of Section 32, Township 3, Range 9 West, of DeSoto County, Mississippi, described as beginning at a point 3,985.55 feet north and 1,043.95 feet east of the southwest corner of Section 32, and extending north 00 degrees 20 minutes 09 seconds east a distance of 153.29 feet to a point; thence north 28 degrees 40 minutes 39 seconds west a distance of 440.60 feet to a point; thence south 61 degrees 19 minutes 21 seconds west a distance of 427.39 feet to a point; thence south 44 degrees 08 minutes 45 seconds east a distance of 164.10 feet to a point; thence south 08 degrees 22 minutes 45 seconds east a distance of 129.28 feet to a point; thence south 06 degrees 49 minutes 45 seconds east a distance of 96.87 feet to a point; thence south 13 degrees 16 minutes 15 seconds west a distance of 45.66 feet to a point; thence south 40 degrees 04 minutes 06 seconds east a distance of 75.64 feet to a point; thence north 39 degrees 37 minutes 36 seconds east a distance of 79.44 feet to a point; thence north 82 degrees 15 minutes 43 seconds east a distance of 355.11 feet to the point of beginning. Said parcel contains 5.01 acres.

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 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.

William Eugene Wilson
Mabel C. Wilson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named William Eugene Wilson and wife, Mabel Wilson 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 June 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,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 216 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book 652 No. 189 Page 467
This the 2 day of March 19 76 This the 1 day of Aug. 1975
H. L. Ferguson Clerk H. L. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 23rd day of June, 19 75, by and between

GEORGE W. SESTI and wife, JAYNE R. SESTI

, hereinafter called the Grantor;

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

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

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

Lot 951, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

IN TRUST, HOWEVER, to secure to

WORTMAN & MANN, INC., a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Six Thousand and No/100 ---------- Dollars ($ 26,000.00), with interest from date at the rate of Seven & 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

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

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Eighty-Six and 42/100 ---------- Dollars ($ 186.42), commencing on the first day of August, 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 July, 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 Est T/D Book 362 Page 726
No. 14 day of April 19 86
This the W. L. Ferguson Clerk

D.S.

CANCELLED BY AUTHORITY RECORDED IN BOOK 471 PAGE 720
THIS 17 DAY OF May 19 89
W E Davis by L Cole
Chancery Clerk

Assignment of this Instrument Recorded in TRUSTMARK NATIONAL BANK Real ESTATE T/D Book 454 No. 240
This the 2 day of Nov 19 89
W E Davis by L Cole D.C.

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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) days from the date hereof (written

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

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

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

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

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

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

George W. Sesti

George W. Sesti

Jayne R. Sesti

Jayne R. Sesti

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named George W. Sesti and Jayne R. Sesti, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of June 1975.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 217 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

220

Paid, satisfied and (..ed
This 30 day of October 1975
L J Solomon Cashier
Security Bank - Hernando

Attest
H. D. Ferguson
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Sharon L. Anderson,
Grantor
To { DEED OF TRUST
William F. Hagan, Trustee
for Security Bank of
Hernando, Mississippi,
Beneficiary

THIS INDENTURE, Made this 9th day of June 1975
between Sharon L. Anderson, a single woman, party
of the first part,
and Security Bank of Hernando, Hernando, Miss., party
of the second part,

WITNESSETH, That whereas, said party Y of the first part, being indebted to the said party Y of the second part in the sum of Ten thousand dollars ($10,000.00) evidenced by her one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from date, due and payable on or before 180 days from date.

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 William F. Hagan 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 products of every kind that mature in and that may be grown by and family, or any hands working with or under either on landlord or tenant or otherwise, during the year 19 on the land that may cultivate or cause to be cultivated, or landlord or tenant and all farming implements of every kind and

The northwest quarter of the southwest quarter of Section 33, Township 2, Range 7 West, containing 40 acres, more or less. The lands hereby conveyed join on the West side the 40 acre tract heretofore deed to Miss Leslie Anderson and join on the north side the 40 acre tract conveyed to Arthur Wayne Anderson, Jr.

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 junior and inferior to those certain Deeds of Trust to Federal Land Bank of New Orleans of record in Book 89, Page 219 and Book 54, Page 53, and to Security Bank of Hernando of record in Book 165, Page 313.

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 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 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

Sharon L. Anderson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Sharon L. Anderson, a single woman who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13th day of June 19 75

MY COMMISSION EXPIRES: (SEAL)
My Commission Expires April 16, 1977

By Notary Public Clerk D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

of said County, this day personally appeared the above named who being first duly sworn

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 20 minutes P M, 23 day of June 1975, and that the same has been recorded in Book 187 Page 220 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Lot 4

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 190 Page 355 This 11 day of Sept. 1975 H. D. Ferguson Clerk

Lot 1

Release of this Instrument Recorded in Real Estate T/D Book 190 Page 90 This 3 day of Sept 1975 H. D. Ferguson Clerk

221

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 408 THIS 24 DAY OF Nov 1975 H. D. Ferguson CHANCERY CLERK

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,

WILLIAM W. BALLARD, ATTORNEY Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Twenty Five Thousand and No/100 - - - DOLLARS

($ 25,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: on or before September 21, 1975

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

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

This Deed of trust is secured by a promissory note of even date herwith on Lots 1 through 17, Oak Grove Subdivision, revised plat in Sections 13, Township 3 South, Range 8 West, and Section 24, Township 3 South, Range 8 West as shown onthe recorded Plat of record in Plat Book 13, Page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi and more particularly described as follows: Lots 1 through 14, Oak Grove Subdivision, Revised Plat in Section 13, Township 3 South, Range 8 West as the same appears appears of record in Plat Book 13, Page 38 in the office of the Chancery Clerk of DeSoto County, Miss.
Lot 15 in Section 13-3-8 and 24-3-8 as the same appears of record in Plat Book 13, Page 38 in Chancery Clerk's office, DeSoto County, Miss.
Lots 16 and 17, Oak Grove Subdivision, Revised Plat, in Section 24, Township 3 South, Range 8 West as the same appears of record in Plat Book 13, Page 38 in the office of Chancery Court Clerk, DeSoto County, Miss.

Copyright Mississippi Bankers Association

Lot 13

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 192 Page 77 This 15 day of Oct 1975 H. D. Ferguson Clerk

Lot 5

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 192 Page 75 This 15 day of Oct 1975 H. D. Ferguson Clerk

Lot 16

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 192 Page 73 This 15 day of Oct 1975 H. D. Ferguson Clerk

222

Lot no. 12

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 192 Page 453
This 31 day of October 1975
H. D. Ferguson Clerk

Lot 11

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 193 Page 127
This 17 day of Nov. 19 75
H. D. Ferguson Clerk

(This trust deed is given as an additional to trust deed dated January 9, 1975 recorded Book # 182, Page 475, Real Estate Records of DeSoto County, Miss.).

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 23 day of June 19 75

REEVES-WILLIAMS, INC.

Robert Williams

Jon Reeves

STATE OF MISSISSIPPI,
COUNTY OF

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

Robert Williams and Jon Reeves 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 23rd day of June 1975

My Commission Expires: My Commission Expires Jan. 7, 1979

Elaine B. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 221 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

RECORDED BY AUTHORITY RECORDED IN BOOK 204 PAGE 601
THIS 6 DAY OF Oct 19 76
H. H. Ferguson
CHANCERY CLERK

3.2

FOR REAL ESTATE, CHATTEL OR BOTH

James A. Heyman, et ux,
Grantors
To { DEED OF TRUST
First National Bank of Southaven,
Beneficiary

THIS INDENTURE, Made this 19 day of June, 19 75
between James A. Heyman and wife, Martha E. Heyman, 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 Twelve thousand three hundred & 96/100 dollars ($12,300.96) 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 84 monthly installments of $146.44 each, with the first monthly installment being due and payable on or before the 18 day of July, 1975, and one installment is due and payable on or before the 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 this 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 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 now be 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 62, 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 ~~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 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 A. Heyman

Martha E. Heyman

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named James A. Heyman and wife, Martha E. Heyman who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 19th day of June, 19 75
MY COMMISSION EXPIRES: (SEAL)
My Commission Expires May 5, 1979
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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 224 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.
Fees $ 2.50 pd.
SEAL H. H. Ferguson, CLERK

225

Deed of Trust

THIS INDENTURE, this day made and entered into between THOMAS A. CLIMER and Wife, LINDA J. CLIMER

of the first part, hereinafter designated as the Grantor, ARTHUR E. HUGGINS of the second part, hereinafter designated as Trustee, and FIRST NATIONAL BANK OF 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 Seven thousand, one hundred and forty three & 00/100 ($7,143.00) 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 Southaven, Mississippi 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 10.85 per cent., principal and interest payable as follows:

Seven thousand, one hundred and forty three and 00/00 due on or Before July 18, 75 and a like amount due on the 18th day of each and every month thereafter until the entire amount of principal and interest is paid

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 250 in Revised Plan Section "C", CARRIAGE HILLS SUBDIVISION, as recorded in Plat Book 3, Page 38 and 39 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

The property herein conveyed is encumbered by a lien of a deed of trust of record in Book 186, Page 11, of the Records of Real Estate Trust Deeds, DeSoto County, Mississippi, and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if he chooses, he may pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment or payments at the rate of six per centum per annum.

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 254
29 DAY OF Jan 19 79
H. G. Ferguson
CHANCERY CLERK

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Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof.

In consideration of the premises it is further agreed and stipulated between the parties hereto as follows:

1. Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon.

2. Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property.

3. Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property.

4. Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof.

5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent. per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.

6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at six per cent. per annum, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder.

7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits.

8. The covenants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns.

9. Beneficiary may without giving notice to the original or any successor trustee, or to the Grantor herein, and without regard to the willingness or inability of any such trustee to act, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of the trust as are vested in the trustee as herein named.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges 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 20th day of June, 19 75.

Thomas A. Climer

Thomas A. Climer

Linda J. Climer

Linda J. Climer

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named THOMAS A. CLIMER and LINDA J. CLIMER who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of June, 19 75.

Gerald R. Taylor

Notary Public

My Commission Expires: My Commission Expires May 5, 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 June 1975, and that the same has been recorded in Book 187 Page 225 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

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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

FRANCIS MARVIN GILMER and wife, JANIE DIANE GILMER,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated June 16, 1975, securing a note in the sum of $ 35,800.00 recorded in Book 187, Page 31, 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 19th day of June, 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 19th day of June, 1975.

Margaret Jacqueline Moore
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 15 minutes A. M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 228 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL 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, June 23, 1975, *(Date)*

by and between the undersigned

WILLIAM L. REID, JR.,

owning property / residing in DeSOTO County, Mississippi, ~~whose~~ which post office address is 3 Miles East of Hernando on Johnston Road, 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, 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*
June 23, 1975	$39,700.00	Five (5) Per Cent	~~June~~ 23, 1990.

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

FULLY PAID AND SATISFIED
UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION BY
COUNTY SUPERVISOR PURSUANT TO AUTHORITY
CONTAINED IN F. R. 1410g.

ATTEST: B. B. Turquin, Clerk
By D.C. McCain, D.C.

FULLY PAID AND SATISFIED
UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION BY
COUNTY SUPERVISOR PURSUANT TO AUTHORITY
CONTAINED IN F. R. 1410g.

Property Description

The North 53-1/3 acres of the South 106-2/3 acres of the Northwest Quarter of Section 14, Township 3 (South), Range 7 West, (DeSoto County, Mississippi); and being part of the lands acquired by Charles N. Chamberlin, et ux by Division Deed dated August 18, 1952, recorded in Book 39, Page 224; and being the same land acquired by William L. Reid, Jr. from Charles N. Chamberlin, et ux by General Warranty Deed dated September 4, 1971, and recorded in Book 91, Page 450 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT: Any of the above-described 53-1/3 acres lying and being situated in the right-of-way for Johnston Road.

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.

(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.

William L. Reid, Jr.

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 WILLIAM L. REID, JR.,

~~XXXX~~ he who acknowledged that ~~they~~ signed and delivered the foregoing instrument on the day and year therein mentioned. ~~XXXXX~~

Given under my hand and official seal this 23rd day of June, 1975.

(SEAL)

(Signature)

NOTARY PUBLIC

(Title)

My Commission Expires: Expires 3/4/79

My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 229 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 455 PAGE 2.
THIS 8th DAY OF Dec, 19 97.
W. Ea Davis
CHANCERY CLERK
by: P. Stanley

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of June, 19 75, among the Grantor, Perry L. Bowlan and wife, Charlotte F. Bowlan

Tom B. Scott, Jr. (herein "Borrower"), and the Beneficiary, Unifirst Federal Savings & Loan Association of Jackson, a corporation organized and existing under the laws of the United States of America, whose address is 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 14, Section "A", Holiday Hills Subdivision, being a part of the Blocker tract, Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as said plat appears of record in Plat Book 7, Page 6 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Eight Thousand Five Hundred 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 July 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 Savings
Assignment of this instrument recorded in
real estate T/D book
No. 510 Page 571
This the 10th day of June 1990
W.E. Davis Clerk
by D. Taylor, D.C.

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.

Perry L. Bowlan
Perry L. Bowlan —Borrower

Charlotte F. Bowlan
Charlotte F. Bowlan —Borrower

302 Stuart Street

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 Perry L. Bowlan and wife, Charlotte F. Bowlan 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 20 day of June, A.D., 19 75.

My Commission expires:

5-4-77

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 10 minutes A M. 25 day of June 1975, and that the same has been recorded in Book 181 Page 233 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Clerk

RETURN TO
WALKER, FRANKS, RONE & BRIDGFORTH
ATTORNEYS AT LAW
P. O. Box 455
OLIVE BRANCH, MISSISSIPPI 38654

Assignment of this Instrument Recorded in Real Estate T/D Book No. 196 Page 652 This the 2nd day of March 19 76

Assignment of this Instrument Recorded in Real Estate T/D Book No. 189 Page 228 This the 14 day of Aug 1975

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

CANCELLED BY AUTHORITY. RECORDED IN BOOK 1035 PAGE 127 THIS 16 DAY OF Sept 19 78 MISSISSIPPI W. E. Davis CHANCERY CLERK By D. C. Cleveland D.C.

DEED OF TRUST

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

Timothy Newton Woodward and wife, Naomi K. Woodward

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

Wortman & Mann, Inc., P. O. Box 1571, Jackson, Mississippi 39205

and existing under the laws of the State of Mississippi , a corporation organized post-office address at 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 774, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in plat book 9, pages 42 and 43 in the office of the Chancery Clerk of DeSoto County, MIssissippi.

The Grantors covenants and agree that so long as his deed if trust and the Note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or not secured hereby be determined inelegible for guaranty under the Servicemen's Readjustment Act within 30 days of the date hereof (written statement of any officer or authorized agent for 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;

Assignment of this Instrument Recorded in Real Estate T/D Book No. 726 Page 432 This the 8 day of March 19 90 W. E. Davis Chancery Clerk By D. Taylor, D.C.

Assignment of this Instrument Recorded in TRUSTMARK NATIONAL BANK Real Estate T/D Book No. 454 Page 240 This the 5 day of Nov 19 86 W. E. Davis Chancery Clerk By D.C.

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, exceptwhen payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

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

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

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

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Four Hundred Fifty Dollars ($ 29,450.00), with interest from date at the rate of 7.75 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571 in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eleven and 16/100 Dollars ($ 211.16), commencing on the first day of August , 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 July , ~~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,

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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.

Timothy Newton Woodward

Timothy Newton Woodward

Naomi K. Woodward

Naomi K. Woodward

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named Timothy Newton Woodward and Naomi K. Woodward, 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 19th day of June

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 10 o'clock A.M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 237 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI
County of DeSoto
I, H. L. Ferguson, Clerk of the Court do hereby certify that was filed for regis
19 75, and was re Record of Deeds, pa on the
Fee $5.00

Deed

T

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
D.S.

Assignment of this instrument Recorded in Real Estate D/T Book No. 299 Page 705 This the 5 day of July 1983
H. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of JUNE, 19 75, among the Grantor, JAMES R. STRONGOSKY and wife, KATHLEEN STRONGOSKY, (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:

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

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

(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 Seven Thousand Five Hundred ---- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 674 PAGE 362
THIS 29 DAY OF Nov 1993
W E Davis Chancery Clerk
by: B Summers 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.

James R. Strongosky
JAMES R. STRONGOSKY —Borrower

Kathleen Strongosky
KATHLEEN STRONGOSKY —Borrower

Route 1, Box 337-A

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 JAMES R. STRONGOSKY & wife, KATHLEEN STRONGOSKY, 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 24th day of JUNE, A.D., 1975.

My Commission expires: 3-24-79

Sarah J. Bethune
Notary Public

WALKER, FRANKS, RONE, BRIDGFORTH & WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 241 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of June 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 592
THIS 22 DAY OF Feb 1977
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Jonathan L. Wilson, a single person,

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, 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 Thousand Eight Hundred Fifty-four & 80/100----------DOLLARS

($ 20,854.80) 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 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 60 monthly installments of principal and interest in the amount of $347.58 each, with the first of said monthly installments due and payable on or before July 20, 1975, and one of said monthly installments due and payable on or before the twentieth day of each consecutive month thereafter until all of said indebtedness shall be 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:

The west half of Lot 42 as same appears on the official map of the Town of Hernando, Mississippi, on file in the Office of the Chancery Court Clerk and being the same property recorded in Deed Book 63, Page 326, in the Chancery Court Clerk's Office and being further described as being located in Section 18, Township 3 South, Range 7 West, in Hernando, DeSoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point in the north line of Center Street (50 feet wide) 1109.90 feet east of the east curb line of Northview Street, said point being the southwest corner of Lot 42; thence eastwardly along the north line of Center Street 104.49 feet to a point, said point being 102.14 feet west of the west curb line of Ice Plant Road; thence northwardly making an angle in the northeast quadrant of 92 degrees 47 minutes 152.30 feet to a point in the south line of Holly Springs Road, said point being

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103.33 feet west of the west curb line of Ice Plant Road; thence westwardly along the south line of Holly Springs Road (50 feet wide) making an angle in the southwest quadrant of 90 degrees 40 minutes 104.38 feet to a point being the northwest corner of Lot 42; thence southwardly along the line between Lots 42 and 43 - 148.45 feet to the point of beginning.

This property does not constitute any part of the Grantors homestead.

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 18th day of June 19 75

Jonathan L. Wilson

Jonathan L. Wilson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Jonathan L. Wilson, a single person, 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 18th day of June 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 2 o'clock
30 minutes P M. 24 day of June 1975, and that the same has been
recorded in Book 187 Page 245
Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd

Seal H. G. Ferguson

248

RELEASE DEED

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, ~~Tennessee~~ Mississippi DeSoto certain real property was conveyed by the hereinafter named grantor, to W. E. Wilroy, Jr.

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
Jerry W. Crawford and Wife, Helen M. Crawford	04/20/70	Book 117 Page 121	Beginning at the NW corner of the NE 1/4 of the NW 1/4 of Sect. 5, Twp 2 South, Range 8 West, which pt. is marke with an iron pin on a 20-ft offset south of the section line of Nail Rd., thence South 5° 00' east along a fence line 726.0 feet to the pt. of beginning of described land; thence continuing in the same direction 726 ft; thence North 85° east 300 ft; thence north 5° West 726 f thence South 85° West 300 Ft to the point of beginning containing 5 acres, more or less.

NOW, THEREFORE, in consideration of the premises the undersigned First National Bank, Executor U/W of Donna W. Tygard 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 the said grantor, their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, First National Bank, Executor U/W of Donna W. Tygard, covenants with the said grantor that 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 First National Bank, Executor U/W of Donna W. Tygard has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 20th day of June 19 75

ATTESTED:

BY: _____
Personal Trust Officer

FIRST NATIONAL BANK, EXECUTOR U/W OF DONNA W. TYGARD

BY: _____
Vice President & Trust Officer

State of : TENNESSEE
County of: SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared William C. Wilson and Arlene Webb, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the Vice President & Trust Officer and Personal Trust Officer of The First National Bank of Memphis, the within named bargainor, a corporation and that they, as such Vice President & Trust Officer and Personal Trust Officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said William C. Wilson subscribing thereto the name of the corporation, by himself as such Vice President & Trust Officer and by the said Personal Trust Officer affixing and attesting thereon the corporate seal.

Witness my hand and Notarial Seal at my office in said Shelby County, at Memphis this 20th day of June, 1975.

My commission expires: MY COMMISSION EXPIRES MAR. 5, 1977

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 20 minutes P M. 23 day of June 1975, and that the same has been recorded in Book 187 Page 248 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees #250 pd

seal H. G. Ferguson

9196/B

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 Ferbruary 20th, 19 75, and duly recorded in Book 183 at Page(s) 419 of your records.

WITNESS the signature of the corporation, this the 18th day of June, A.D., 19 75.

(SEAL)

BANKER'S 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 18th day of June, A.D., 19 75.

Carrie L. 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 00 minutes A M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 249 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

For value received, Union Planters National Bank, beneficiary under that certain Deed of Trust made and executed by George Lester Construction Co., Inc. to the above named beneficiary dated August 14, 1974, appearing of record in real estate turst deed book 179 on pages 305 in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi described as follows, to-wit:

Lot 739, Section "D", Greenbrook Subdivision in Section 19, Township 1, Range 7 West, DeSoto County, Mississippi as shown by plat appearing of record in Plat Book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a 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 hereby authorized to make the appropriate marginal notation on the face of the lien instrument.

WITNESS the signature of the duly authorized officer of the corporation this the 30th day of May, 1975.

UNION PLANTERS NATIONAL BANK

BY: H. B. Goddard

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 H. B. Goddard, who severally acknowledged that he is Vice President of the above named corporation, and that for and on behalf of said corporation, and as its act and deed he signed and delivered the above and foregoing partial release on the day and date therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office this the 30th day of May, 1975.

Irene 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 AM minutes A M. 25 day of June, 1975, and that the same has been recorded in Book 187 Page 250 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

1139
6/

RECEIVED
JUN 16 1975
BANKERS TRUST SAVINGS & LOAN ASS'N.
SOUTHAVEN, MISSISSIPPI

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated November 13,1973, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 170 at Page 489 thereof, the following described land and property lying and being situated in the _____ of De Soto County, Mississippi, to-wit:

Lot 1139 F, GREENBROOK S/D, De Soto County, Mississippi

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

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 12th day of June, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Jerry Jackson

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

GIVEN under my hand and official seal of office, this the 12th day of June, A. D., 1975.

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
no minutes A M. 25 day of June 1975, and that the same has been
recorded in Book 187 Page 251 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Lot 1207, Section F, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 180 at Pages 67 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 18th day of June, 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 June, 19 75.

David 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. 25 day of June 1975, and that the same has been recorded in Book 187 Page 252 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

T R U S T D E E D

THIS INDENTURE, made this the 19th day of June, 1975, betweeh RONALD ROSS STRADER and wife, MARY BRYAN STRADER, Party of the First Part, and SECURITY 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 NINE and 68/100 DOLLARS ($4,009.68), which includes principal and interest, repayable in 24 monthly installments of $167.07 each, beginning July 20, 1975, and due the 20th 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 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 1, 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 186, Page 421, 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 confided, 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 19th day of June, 1975.

Ronald Ross Strader
Ronald Ross Strader

Mary Bryan Strader
Mary Bryan Strader

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Ronald Ross Strader and wife, Mary Bryan Strader, 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 19th day of June, 1975.

My Commission expires:

Bobbie M. Braswell
Notary Public

My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 253 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.
Fees $2.50 pd.
CHAT H. H. [illegible]

254

Assignment of this Instrument Recorded in Real Estate T/D Book 331 Page 1 This the 30 day of June 1975 H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book 194 Page 310 This the 15 day of Dec 1975 H. D. Ferguson Clerk

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

DEED OF TRUST

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

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

TRANTON S. JACKSON and wife, SUE L. JACKSON

, 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 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 196, 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 DeSoto County, Mississippi, in Plat Book 10, Pages 34 and 35.

Together with Whirlpool Range, model #RYE7700A2, serial #M32111895; Whirlpool Dishwasher model #SAU400-1, serial #1428-40594; Whirlpool Disposal, model #SYD40-0, serial # F43071695; Fedders Furnace, model #105N3D, serial #BH856810; Tappin Air Conditioner, model #CM36-41-T, serial #73K18329; Ruud Water Heater, model #RPS40-40, serial # 87411472; and all carpeting located on improvements situated on the above described property and it is the intention of the parties that these items are deemed part of the realty. The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

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

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Six Hundred and no/100----------Dollars ($30,600.00), 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, in monthly installments of Two Hundred Nineteen and 40/100----------Dollars ($219.40), commencing on the first day of July, 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 June, 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. 252 Page 10 This the 8 day of Nov 1979 H. D. Ferguson Clerk

re-recorded Assignment of this Instrument Recorded in Real Estate T/D Book No. 254 Page 585 This the 16 day of Jan. 1980 H. 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 (g) 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 said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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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) have hereunto set their hand(s) the day and year herein first written above.

Tranton S. Jackson

Sue L. Jackson

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named Tranton S. Jackson and Sue L. Jackson, 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 May, 1975.

Bobbie M Braswell
Notary Public

My Commission expires:
Feb. 19, 1976

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. 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 1:20 o'clock P. M., on the 25 day of June 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 9 o'clock 20 minutes A M. 25 day of June 1975, and that the same has been recorded in Book 181 Page 254 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
307 165
THIS 18 DAY OF November 19 83
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

CARTHEL TODD and wife, VERNA LEE TODD,

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

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

EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 - - - - - - - - DOLLARS

($ 81,250.00) evidenced by One (1) promissory note / ~~xxxxxxxxxx~~ dated January 23, 1975, of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

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

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

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

County of DeSoto,

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

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

Copyright Mississippi Bankers Association

(Description of Property Continued on next page.)

Property Description (Continued) ----------

- AND -

The South 60 Acres, more or less, of the Northwest Quarter and part of the Southwest Quarter of Section 23, Township 3 South, Range 7 West, DeSoto County, Mississippi; being the same land Marguerite Redding Douglas conveyed to Carthel Todd and wife, Verna Lee Todd, by Warranty Deed dated January 2, 1973, and recorded in Warranty Deed Book 109, Page 236 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

LESS AND EXCEPT: 24.75 Acres, more or less, in the West Half of Section 23, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as: BEGINNING at the intersection of West line of the said Section 23 and North right-of-way of Hernando-Cockrum Road, said point also being 11.65 feet South of Southwest Corner of Northwest 1/4 said section; thence North 3° 54' 59" West along said section line 875.65 feet to an iron pin; thence North 86° 46' 35" East 1,168.05 feet to an iron pin; thence South 3° 54' 59" East 923.08 feet to an iron pin in North right-of-way of said road; thence South 86° 00' 02" West along said right-of-way 804.9 feet to a point; thence North 3° 59' 58" West 15.0 feet to a point; thence South 86° 00' 02" West along said right-of-way 145.44 feet to a point; thence Northwesterly along a 13° curve on said right-of-way 140.0 feet to a point; thence North 75° 48' 15" West along said right-of-way 83.8 feet to the Point of Beginning; all bearings are magnetic; as shown on survey plat of J. E. Lauderdale, dated July, 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.

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, 1975.

Carthel Todd

Verna Lee Todd

Verna Lee Todd

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

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

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

My Commission Expires: June 3 1979

My Commission Expires April 3, 1979

(SEAL)

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 257 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd

Seal H. G. Ferguson

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USDA–FHA
Form FHA 460–1
(Rev. 2–2–72)

Position 1 (Chattels)
Position 5 (Real Estate)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, as owner and holder of the following-described lien instrument(s), made and executed by Earl L. Watkins, Jr. and Adell Watkins of Route 2, Box 131, Olive Branch, MS 38654 (Post-office address, include ZIP Code), County of DeSoto, State of MS, filed or recorded in the Chancery Court Clerk office of DeSoto County, State of MS, to wit:

Lien Instrument	*Mortgagee*	*Date of Instrument*	*Date Filed*	*Document, File or Book No.*	*Page No.*
RE Deed of Trust	FmHA	11-14-66	11-14-66	RE Trust Deed #92	183

for value received does hereby release from the lien of said instrument(s) the following-described property (describe property in detail): A right-of-way and easement for access purposes over and across A strip of land that is 5 ft wide in an East & West direction and is 209 ft long in a north and south direction, and joins the existing 10 ft wide right of way on the East side, with all of said right of way being located on the west side of the grantors one acre home place, situated in the SW¼ of Sec. 15, Township 2, Range 6 West, and with said additional 5 ft strip being more particularly descried by metes and bounds, as follows: Commence at the NW corner of said grantors 1 acre home place, as described by deed to them dated 5-26-66, and of record in Book 66 page 604; thence East a distance of 10 ft across the existing right of way to a point, FOR THE POINT OF BEGINNING; thence East 5 ft to a point; thence South a distance of 209 ft to the South line of said home place; thence West 5 ft to a point; thence North 209 feet to the point of beginning.

One more description released from the lien of the aforesaid instrument(s). This release shall not affect or modify the obligations secured by the said lien instrument(s), and the said obligations shall continue in force and effect until fully paid, satisfied, and discharged.

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the 25th day of June, 19 75.

WITNESSES:

UNITED STATES OF AMERICA

By Aaron R Goolsby

Title County Supervisor
Farmers Home Administration
United States Department of Agriculture

STATE OF Mississippi
COUNTY OF DeSoto } ss:

ACKNOWLEDGMENT

On this 25th day of June, 19 75, before me, the subscriber, a Chancery Clerk (Title of officer), in and for the above county and State, appeared Aaron R Goolsby, known to me to be County Supervisor of the Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hernando, Mississippi the day and year aforesaid.

(SEAL)

H G Ferguson
(Signature)
Chancery Clerk
by E McCord DC
(Title)

My commission expires 1-5-76
(To be filled in if certifying officer is a notary public)

GPO 926–414

FHA 460–1 (Rev. 2–2–72)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A M. day of June 1975, and that the same has been recorded in Book 187 Page 260 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $2.50 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 220
THIS 12 DAY OF Nov. 19 76
N. J. Ferguson
CHANCERY CLERK

Deed of Trust

To

HERBERT J. SMITH AND WIFE, MARY N. SMITH

THIS DEED OF TRUST, Made and entered into this the 24th day of June, 1975,
by and between KENNETH BROWN and wife, JOY BROWN, Party

of the first part, hereinafter designated as the GRANTORS; Arthur E. Huggins
Trustee, of the second part, hereinafter designated as TRUSTEE; and Herbert J. Smith and wife, Mary N. Smith
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

ONE HUNDRED THIRTY-THREE THOUSAND and no/100---------- DOLLARS

($133,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit: Promissory Notes from Kenneth Brown and wife, Joy Brown, payable to Herbert J. Smith and wife, Mary N. Smith, or order, as follows: (1) Note in the principal amount of $43,000.00, bearing interest at the rate of 7% per annum, payable monthly in installments of $333.68, with the 1st installment being due on the 1st day of Oct., 1975, and each subsequent and succeeding installment being due on the 1st day of each month thereafter until all principal and interest are fully paid except that the final payment, if not sooner paid, shall be due on the 1st day of Sept., 1995. (2) Note in the principal amount of $90,000.00, bearing interest at the rate of 7% per annum, payable in monthly installments of $698.40, with the 1st installment being due on the 1st day of Oct., 1976, and each subsequent and succeeding installment being due on the 1st day of each month thereafter until all principal and interest are fully paid, except that the final payment, if not sooner paid, shall be due and payable on the 1st day of Sept., 1996.

said note bearing interest ~~from~~ as provided in promissory notes at the rate of Seven (7) 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 County Sec. 8 & 17, Twsp. 2 So. Range 7 West District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

22 acre Tract: Beginning at a point, said point being the southeast corner of the west half of Section 8, and in a fence corner; thence N 03°-09' W 570.0 feet to a point in a fence corner; thence S 84°-30' W 1692.2 feet along a fence to an iron pin west of Davis Road; thence S 05°-19' E 569.5 feet to an iron pin in the south line of Sec. 8, thence N 84°-30' E 1671.7 feet to the point of beginning. Said tract contains 22 acres. There is a 40 foot Miss. Power & Light easement on the west line of the tract. Davis Road is located partly on the west line of the tract.

46.04 acre Tract: Beginning at a point, said point being in the north line of Sec. 17, and 299.0 feet west of the northeast corner of the west half of said Section 17, and in a fence corner; thence S 84°-30' W 1420.9 feet to an iron pin west of Davis Road; thence S 5°-19' E 1412.6 feet to a point, said point being 50.0 feet S 84°-30' W of an iron pin; thence N 84°-30' E 1418.7 feet to a point in a fence; thence N 5°-15' W 1412.6 feet along the fence to the point of beginning. Said tract contains 46.04 acres. There is a 40 foot Miss. Power & Light easement on the west line of the tract. Davis Road is located partly on the west line of the tract.

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.

Kenneth Brown
Kenneth Brown

Joy Brown
Joy Brown

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

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

Kenneth Brown and wife, Joy Brown

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 June, 1975

Bettie M. Braswell

Notary Public

My Commission expires Feb. 19, 1976

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the juriadiction 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

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 June 1975, and that the same has been recorded in Book 187 Page 261 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of June, 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 198 Page 348 This the 12 day of April 19 76

W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 189 Page 659 This the 29 day of Aug. 19 75

W. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of June, 19 75, among the Grantor, Ronald E. Stafford and wife, Wanda V. Stafford (herein "Borrower"), G. L. Oates (herein "Trustee"), and the Beneficiary, Wortman & Mann, Inc., a corporation organized and existing under the laws of the State of Mississippi, whose address is P. O. Box 1571, 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 799, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42 and 43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK 419 PAGE 8 THIS 23 DAY OF Oct 1987

H.G. Johnson CHANCERY CLERK DS. DC

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 Six Hundred & 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 July 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ronald E. Stafford —Borrower

Wanda V. Stafford —Borrower

5964 Bridgewood Drive

Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald E. Stafford and wife, Wanda V. Stafford who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires:
September 25, 1978

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. 25 day of June 1975, and that the same has been
recorded in Book 187 Page 265 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 25 day of June 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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

Clerk

1017 6/B

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 WALLACE E. JOHNSON ENTERPRISES, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 31st, 19 74, and duly recorded in Book 176 at Page(s) 466 of your records.

WITNESS the signature of the corporation, this the 18th day of June, 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 18th day of June, A.D., 19 75.

Carrie L. 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 no minutes A M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 269 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

270

F-1172

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by First Assembly of God Church, to J. N. Muir&J. R. Wilson Trustees, _____, beneficiary, dated August 30, 1972, recorded in Book 147, Page 249 of the records of Mortgages and Deeds of Trust in your office, which deed of trust was assigned to Union Planters National Bank, Memphis, Tennessee, as shown of record in Book _____ Page _____.

IN WITNESS WHEREOF, the said Union Planters National Bank has caused this instrument to be executed by its duly authorized officers this 23rd day of May, 1975.

ATTEST:

R. W. Marshall
Instalment Credit Officer

UNION PLANTERS NATIONAL BANK

BY Ed Tillman
Asst. Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

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

Given under my hand and official seal this 23rd day of May, 1975.

Mary Ketchoff
Notary Public

My Commission Expires 3-7-78.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 25 minutes A M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 270 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 272
THIS 20 DAY OF Nov 1975
N.B. Thompson
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 James Tiner and wife, Ida Louise Tiner,

of the first part, hereinafter designated as the Grantor, William L. Rone,

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 One Thousand and 00/100----------DOLLARS ($ 1,000.00) 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 entire principal balance, together with interest thereon, and all additional advances made hereunder to become due and payable on or before October 3, 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 west one-half of that certain 20 acre tract of land described as the North Half of the Southwest Quarter of the Southwest Quarter of Section 26, Township 2 South, Range 7 West, DeSoto County, Mississippi, subject to rights of way and easements for public roads and public utilities, and for the right of way of Malone Road on the east side of said security, and to the easement and sloping of Malone Road granted to DeSoto County as of record in Deed Book 70, Page 253, and a 30 foot utility easement granted to Mississippi Power and Light Company as of record in Book 70, Page 362, all 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 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 June, 19 75.

James Tiner

Ida Louise Tiner

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 Tiner and wife, Ida Louise Tiner,

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 June, 1975.

My Commission Expires: 3-24-79

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. 25 day of June 1975, and that the same has been recorded in Book 187 Page 271 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of June 1975.

Fees $ 5.00 nd

H. G. Ferguson

274

CANCELLED BY AUTHORITY RECORDED IN BOOK 238 PAGE 291 THIS 21 DAY OF Jun 19 79
H. D. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Bobby Louis Bruton and wife, Nancy Gail Bruton

To { DEED OF TRUST

LaPointe-Peeler, Realtors

THIS INDENTURE, Made this 21st day of June 1975 between Bobby Louis Bruton and wife, Nancy Gail Bruton, Party of the first part, and LaPointe-Peeler, Realtors, 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 and 00/100 Dollars ($1,000), with interest at the rate of six percentum (6%) per annum, due and payable on or before June 1, 1976.

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William H. Austin, Jr., Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,

Lot 816, Section "B" North 1/2, in DeSoto Village Subdivision on Section 33, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of said County and being more particularly described as follows:
Begin at a point in the North line of Normandy Drive 378 feet Eastwardly from the point of intersection of said North line and the East line of Tulane Road; thence Eastwardly 67.0 feet with the North line of Normandy Drive to a point, the Southwest corner of Lot 817; thence Northwardly 123.5 feet with West line of Lot 817 to an iron pipe in the Southeast corner of Lot 837; thence Westwardly 67.0 feet with the South line of Lot 837 to an iron pipe in the Northeast corner of Lot 815; thence Southwardly 123.5 feet with the East line of Lot 815 to the point of beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 165, Page 504, 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, 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.

Bobby Louis Bruton
Bobby Louis Bruton
Nancy Gail Bruton
Nancy Gail Bruton

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Bobby Louis Bruton and wife, Nancy Gail Bruton who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of June 1975.

My Commission Expires January 18, 1978 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 274 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

Substitution of Trustee
~~Assignment~~ of this Instrument Recorded in
Real Estate TD Book
No. 294 Page 595
This the 29 day of Mar. 19 83
N. D. Ferguson Clerk

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 289 Page 531
This 15 day of Nov. 19 82
N. D. Ferguson Clerk

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)
Return to: WSW&L

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, June 25, 1975 (Date)

by and between the undersigned Carl W. Willard and wife, Nellie Ann Willard

residing in DeSoto County, Mississippi, whose post office address is Lot 703, Twin Lake Subdivision, 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*
June 25, 1975	$23,400.00	8 1/8%	June 25, 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 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 Court Clerk of said County in Plat Book 10, Pages 32 & 33, for which reference is made for a definite description.

RELEASED
Dist. Dir.
STATE OF MISSISSIPPI
Program Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 14109

W. Davis Dep
Chancery Clerk

CHANCERY CLERK

EXCEPTIONS:

5' utility easement for installation and maintaining a drainage on side and 10' on rear of lot (south line of lot).

Restrictive covenants for Twin Lakes Subdivision as per plat thereof recorded in Plat Book 10, Pages 32 & 33, in the office of the Chancery Clerk of DeSoto County, Mississippi. Said restrictive covenants do not contain a reversionary or forfeiture clause and 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.

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.

Carl W. Willard
Carl W. Willard

Nellie Ann Willard
Nellie Ann Willard

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 Carl W. Willard and Nellie Ann Willard, 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 25th day of June, 19 75.

Faye G. Daniel
(Signature)

Notary Public
(Title)

(SEAL) Faye G. DANIEL NOTARY PUBLIC My Commission Expires: 8-17-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 35 minutes P M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 275 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June 1975.

Fees $ 500 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 361 PAGE 338
THIS 27 DAY OF March 19 86
W. B. Ferguson
CHANCERY CLERK
D.S.

Revised April, 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we--------Tedd E. Smith and wife,----------Margaret M. Smith----------and ----------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 48 Section "A" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in plat book 8, pages 53 and 54 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 Twenty-Seven Thousand and 00/100 Dollars------ ---------- evidenced by our certain promissory note of even date herewith, bearing interest at the rate of --8.25------ % per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%), as 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:

$ 203.04--------- payable on the ---1st--- day of ----August---------- 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.

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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 _____ has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 18th day of June 19 75

Tedd E. Smith

Margaret M. Smith

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid,

Tedd E. Smith and his wife Margaret M. Smith who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of June 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.

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

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 26 day of June 1975, and that the same has been recorded in Book 181 Page 279 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of June 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

My commission expires:

Notary Public

282

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 618 THIS 2 DAY OF Dec, 19 76
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 21st day of June, 1975, between, MELVIN L. READ and wife, SANDRA L. READ, Party of the First Part, and CURTIS L. BARNETTE, JR. and wife, GUSSIE BARNETTE, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($2,500.00), with no interest, repayable in 50 equal installments of $50.00 each, beginning July 15, 1975, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 833, Section B, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the southerly line of Briarwood Drive at the northwest corner of Lot 832 of said subdivision 364.0 feet southwestwardly from the southwesterly curb line of Meadowbrook Drive, produced; thence westwardly along the southerly line of Briarwood Dribe 63.5 feet to a point at the northeast corner of Lot 834 of said subdivision; thence southwardly 123.5 feet to a point at the southeast corner of said Lot 834; thence eastwardly 70.27 feet to a point at the southwest corner of said Lot 832; thence northwardly 123.5 feet to the point of beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 158, Page 423, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said 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 confided, 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 21st day of June, 1975.

Melvin L. Read
Melvin L. Read

Sandra L. Read
Sandra L. Read

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Melvin L. Read and Sandra L. Read, 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 21st day of June, 1975.

My Commission expires:

My Commission Expires October 12, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 282 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. 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
Billy J. Gann, et ux	7-10-69	Book 111, Page 56
Daniel M. McNamara, et ux	7-18-70	Book 119, Page 160
James L. Luttrell, et ux	9-23-70	Book 120, Page 568
Edward C. Collins, Jr.	7-22-70	Book 119, Page 157
Roy L. Lennon, et ux	8-28-70	Book 120, Page 189
Inez Catledge	9-9-70	Book 120, Page 588

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.

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 25th day of June, 1975.

Notary Public

MY COMMISSION EXPIRES:

8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P M. 25 day of June 1975, and that the same has been recorded in Book 187 Page 283 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of June 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

284

16591

60250

This instrument prepared by:

TRUST DEED RELEASE

ississippi WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of ~~Shelby~~ DeSoto County, Miss-~~ippi~~ certain real property was conveyed by the hereinafter named grantor, to James R. Houston

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
Phillip C. McEnany & Ollie Sue McEnany h/w	9/17/65	Book 85 Page 229	Lot 250, Section C of Carriage Hills Subdivision, in Section 23 and 24, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 38 and 39, in the office of the Chancery Clerk of DeSoto County, Mississppi.

NOW, THEREFORE, in consideration of the premises the undersigned United States Savings Bank of Newark, New Jersey 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 claims and conveys unto said grantor their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, United States Savings Bank of Newark, New Jersey, covenants with the said grantors that it is the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said United States Savings Bank of Newark, New Jersey has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 5th day of June 19 75

Attest: John P Coyle

John P. Coyle-Ass't Secretary

United States Savings Bank of Newark, New Jersey

Edward W. Jentz-Ass't. 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~~ New Jersey
COUNTY OF ~~SHELBY~~ Essex

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Edward W. Jentz with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass't Vice President of the U.S. Savings Bank of Newark, N.J. the within named bargainor, a corporation, and that he as such Ass't 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 Ass't. Vice President.

WITNESS my hand and seal at office in Newark, New Jersey this 5th day of June 1975

My commission expires ATHALIE M. HALL Notary Public of N. J. 19 My Commission Expires March 7, 1980

Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 26 day of June 1975, and that the same has been recorded in Book 197 Page 284 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

285

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 Robert L. Knipe and wife, Linda S. Knipe to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated June 11th, 19 75, securing a note in the sum of $ 39,850.00, recorded in Book 186, Page 553, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its Senior Vice President, and has caused its corporate seal to be thereunto affixed on this, the 24th day of June, 19 75.

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 24th day of June, 19 75.

Carrie D. Balk
Notary Public

My Commission Expires:
My Commission Expires February 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 285 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June, 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

286

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 William Dean Byrd and wife, Gaytha M. Byrd to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated May 30th, 19 75, securing a note in the sum of $ 39,850.00, recorded in Book 186, Page 511, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its Senior Vice President, and has caused its corporate seal to be thereunto affixed on this, the 25th day of June, 19 75.

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 25th day of June, 19 75.

Carrie L Ballo
Notary Public

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

M-T20

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 286 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of June, 1975.
Fees $ 2.50 pd.
SEAL H. L. Ferguson, CLERK

287

CANCELLED BY AUTHORITY RECORDED IN BOOK 282 PAGE 582
THIS 16 DAY OF April 1982
W. D. Ferguson
CHANCERY CLERK

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 20th day of June, 19 75,
by and between Harold A. Davis and wife, Mary Davis

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 Ten Thousand Five Hundred Sixty-Six and 60/100---------- DOLLARS ($ 10,566.60), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Payable in 60 equal monthly installments of $176.11 each, the first being due and payable July 25, 1975, with a like amount due and payable on the twenty-fifth of each month thereafter until paid in full.

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.

said note bearing interest from Maturity at the rate of (10) 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 2233, Section "K" Southaven West Subdivision in Section 27, Township 1 South, Range 8 West as per plat thereof recorded in plat book 4, pages 4 and 5 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which reference of plat is made for a more particular description.

2-88

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.

Harold A. Davis

Mary Davis

290

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Harold A. Davis and wife, Mary Davis

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 287 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

Deed

STATE OF MISSIS

I certify that this record in my office the day of and was duly record

Book No.

Witness my hand a day of

TITLE INSURANCE protection agai

W., F. P. SOUTHAVEN

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 Buchanan of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of January 19 72, made and executed by Harold A. Davis & wife, Mary D. Davis of Southaven, Mississippi, to Charles Buchanan the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 137 on page 263 of the Record of Trust Deeds, on the 12th day of January, A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Charles Buchanan

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Charles Buchanan 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 June A. D. 19 75

NOTARY PUBLIC

My Commission Expires Sept. 13, 1978

LAWYERS-ABSTRACTS 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 291 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

292

Paid, Satisfied and Cancelled
This 31 day of Aug 19 82
Joel Walker
Trustee
Attest
H. D. Ferguson
Chancery Clerk By: T. E. Davis, D.C.

DEED OF TRUST

This indenture made this 11th day of June, 1975, between William H. Beasley and Lanora Beasley 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 $6,000.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 93.52, ~~and one installment of $~~, the first installment due the 1st day of July, 1975, and one installment due monthly thereafter until paid in full.

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

Lot 155 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 6, Township 3, Range 9.

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.

William H Beasley
Lanora Beasley
Grantors

STATE OF ~~TENNESSEE~~ ILLINOIS)
COUNTY OF ~~SHELBY~~ COOK)

Personally appeared before me, the undersigned authority of said County and State, the within named William H. Beasley and Lanora Beasley, 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 11th day of June, 1975.

SHARON L. WIRT NOTARY PUBLIC COOK COUNTY, ILL.
My commission expires:

Sharon L. Wirt
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2:30 o'clock
30 minutes P M. 26 day of June 1975, and that the same has been
recorded in Book 187 Page 292 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

293

DEED OF TRUST

This indenture made this 16th day of June, 19 75, between Robert E. Coleman and wife, Martha Jane Coleman

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 $ 4,200.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 65.47, ~~and one installment of $xxxxxxxxxx~~, the first installment due the 1st day of August, 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 235 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 5, Township 3, Range 9.

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.

Robert E. Coleman

Martha Jane Coleman

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Robert E. Coleman and wife, Martha Jane Coleman, 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 16th day of June, 19 75

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 27, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 24 day of June 1975, and that the same has been recorded in Book 187 Page 293 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

294

Paid, Satisfied and Cancelled
This 14th day of July 19 80
DeSoto Title Co., Inc. Trustee
George McDonald
President
Attest:
A.D. Ferguson
Chancery Clerk
By D.C. McCain D.C.

DEED OF TRUST

This indenture made this 17th day of June, 19 75, between Allen D. Pewitt, Sr. and wife, Alma Pewitt 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 $ 3,001.25, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 50.03, ~~and one installment of $ xxxx~~, the first installment due the 1st day of August, 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 108 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.

Cecil A Ray

Allen D. Pewitt Sr.

Alma Pewitt

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Allen D. Pewitt, Sr. & wife, Alma Pewitt, 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 17th day of June, 19 75.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 294 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.
Fees $2.50 pd.
SEAL
H H Ferguson

295

Paid, Satisfied and Cancelled
This 29th day of July 1982
DeSoto Title Co., Inc. Trustee
Dwight Reynolds
President
Attest:
H.D. Ferguson
Chancery Clerk
By: T.E. Davis D.C.

DEED OF TRUST

This indenture made this 18th day of June, 19 75, between Jerry L. Wilkerson and wife, Edith Wilkerson 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 $ 4,273.75, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 50.88, ~~and one installment xxxxxxx~~, the first installment due the 1st day of September, 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 234 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 8, 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.

Jerry L. Wilkerson
Edith Wilkerson
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Jerry L. Wilkerson and wife, Edith Wilkerson, 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 18th day of June, 19 75.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

NOTARY PUBLIC SHELBY COUNTY, TENN.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 26 day of June 1975, and that the same has been recorded in Book 187 Page 295 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson CLERK

296

Paid, Satisfied and Cancelled
This 22 day of May 19 81
DeSoto Title Co., Inc. Trustee
Joyce M. Reynolds
President
Attest:
H. B. Ferguson
Chancery Clerk by D.T.

DEED OF TRUST

This indenture made this 19th day of June, 19 75, between Robert L. Cook and wife, Eleanore K. Cook 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 $ 4,826.00, evidenced by one promissory note of even date due and repayable in 72 equal monthly installments of $ 67.03, ~~and one installment~~, the first installment due the 1st day of August, 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 265 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.

Robert L. Cook
Eleanore K. Cook
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Robert L. Cook and wife, Eleanore K. Cook, 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 19th day of June, 19 75.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

NOTARY PUBLIC SHELBY COUNTY, TENN.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 26 day of June 1975, and that the same has been recorded in Book 181 Page 296 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.
Fees $ 2.50 pd.
SEAL H. B. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by John A. Morgan and wife, Evelyn C. Morgan to G. L. Oates Trustee for the use and benefit of Wortman & Mann, Inc. on the 4th day of April, 1975, encumbering certain lands in DeSoto County Mississippi, which said deed of trust is recorded in Book 184 at Page 473 in the office of the Chancery Clerk of DeSoto County at Hernando Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of $29,500.00.

WITNESS the signature of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, by its duly and legally authorized officers, this the 4th day of May, A.D., 1975.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
(FORMERLY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSON, JACKSON, MISSISSIPPI-NAME CHANGED BY AMENDMENT TO CORPORATE CHARTER EFFECTIVE JUNE 10, 1974)

By: Ed Gordon
Ed Gordon, Vice President

By: Thomas E. Young
Thomas E. Young, Assistant Vice President

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 Ed Gordon and Thomas E. Young, personally known to me and personally known to me to be the Vice President and Assistant Vice President respectively, of Unifirst Federal Savings and Loan Association, a Corporation, and that they 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 to do so.

GIVEN under my hand and official seal, this the 4th day of May A.D., 1975.

NOTARY PUBLIC HINDS COUNTY, MISS. My Commission Expires Aug. 2, 1978

Martha L. Glover
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. 26 day of June 1975, and that the same has been recorded in Book 187 Page 297 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

298

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

LYMAN W. CARROLL and wife, SANDRA S. CARROLL,

to C. B. HENLEY, Trustee, for the benefit of Bailey Mortgage Company, dated June 9, 1975, securing a note in the sum of $39,400.00 recorded in Book 186, Page 593, of the office of the ChanceryClerk of DeSoto County, ~~xxxxx~~ 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 26th day of June, 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 26th day of June, 19 75.

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 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 298 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.
Fees $ 2.50 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 165
THIS 8 DAY OF Dec. 1975
W. S. 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 205, Section "B", Eastover Subdivision, in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 36-38 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 & Mann, Inc.,

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($33,600.00) Thirty Three Thousand Six Hundred ---- Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

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

Witness the signature of the Grantor , this 17th day of June 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 17th day of June 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 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 299 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 192 PAGE 93
THIS 16 DAY OF October 1975
W. L. 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 209, Section "B", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 36-38 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 29,850.00) Twenty Nine Thousand Eight Hundred Fifty Dollars due March 17, 1976. together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 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 17th day of June A. D. 75.

O B Bridgforth Notary Public

My Commission Expires 9-25-78

RETURN TO:
W. F. Ferguson
P. O. Box 1
SOUTHAVEN, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY.

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 301 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Lots 413 + 466
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No 193 Page 167
This 17 day of Nov. 19 75
H. D. Ferguson Clerk

Lot 430
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No 192 Page 630
This 7 day of Dec 19 75
H. D. Ferguson Clerk

303

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lots 206,207, 208, 210, 211, 212, Section "B" Eastover Subdivision in Section 29, Towhship 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 36-38 in the office of the Chancery Clerk of DeSoto County Mississippi.

Lots 413 , 429, 430, 463, 464, 466, 481, 482, and 483 in Section "C" Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This deed of trust is given on condition that lots will be released from the lien of this instrument upon payment of $6,500.00 principal plus accrued interest for each of the first fourteen (14) lots to be released, with the balance of $1,625.00 plus accrued interest on the fifteenth (15th) lot.

Lot 425
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No 193 Page 520
This 1 day of Dec. 19 75
H. D. Ferguson Clerk

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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 92,625.00) Ninety-Two Thousand Six Hundred Twenty-Five Dollars due March 17, 1976, together with interest accrued thereon.

bearing interest at the rate of 8.25 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.

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No 193 Page 293
This 20 day of January 19 76
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No 194 Page 408
This 9 day of Jan. 19 76
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
196 PAGE 478
THIS 24 DAY OF Feb. 19 76
H. D. Ferguson
CHANCERY CLERK

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any instaliment 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 17th day of June 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 17th day of June 19 75

Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 303 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, 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 462, Section "C", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 32,800.00) Thirty Two Thousand Eight Hundred Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK
204 PAGE 721
THIS 11 DAY OF Oct 19 76
H. B Ferguson
CHANCERY CLERK

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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 17th day of June 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 for 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 17th day of June 19 75

Notary Public

My Commission Expires 9-25-78

RETURN TO:
W. F. Realty
P. O.
SOUTHAVEN, M

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 181 Page 305 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, 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 445, Section "C", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($33,400.00) Thirty Three Thousand Four Hundred------Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 204 PAGE 716 THIS 11 DAY OF Oct 19 76

H. L. Ferguson
CHANCERY CLERK

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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 17th day of June 1975

FIRST REALTY BUILDING CORPORATION

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First Realty Building Corporation

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

Given under my hand and official seal, this 17th day of June 1975

D B Bridgforth

Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 307 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

RUST

...y Clerk of said
...his Deed of Trust
...O'Clock A M.
..., 19 75
...d in Book No...,
...ords in my office.
this ... day
..., 19...

Clerk.

..., D. C.

SDP

71

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 107
THIS 27 DAY OF April 1976
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 444, Section "C", Eastover Subdivision, Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($30,250.00) Thirty Thousand Two Hundred Fifty ------- Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 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 17th day of June 19 75.

Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 309 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

SOUTHVIEW MISSISSIPPI 38671

Clerk of said Deed of Trust Book D M., 1975 Book No. in my office day Clerk. D. C. Pd

ST

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 31 THIS 15 DAY OF Oct. 1976
H. L. 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 414, Section "C", Eastover Subdivision in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc. its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($32,000.00) Thirty Two Thousand and no/100---------- Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 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 17th day of June 19 75.

Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 311 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

F TRUST

om

To

SSIPPI

d Chancery Clerk of said

ify that this Deed of Trust

d at 1:50 o'Clock A. M.

June, 19 75

y recorded in Book No.

Records in my office.

and seal this day

, 19

Clerk.

, D. C.

Fee, $3.50 PD

TD.

38671

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 216, Section "B", Eastover subdivision in Section 19, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 36-38 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($32,000.00) Thirty Two Thousand and no/100---------- Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 402

THIS 14 DAY OF Feb 1972

H. D. Ferguson
CHANCERY CLERK

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 17th day of June 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 17th day of June 19 75.

D B Bridgforth Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 313 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 3.50 pd. SEAL H. L. Ferguson, CLERK

DEED OF TRUST

From

To

MISSISSIPPI

OF

signed Chancery Clerk of said y certify that this Deed of Trust record at 9:50 O'Clock A M. ay of June 19 75

s duly recorded in Book No.

the Records in my office.

hand and seal this day

, 18

Clerk.

, D. C.

Fee $ 3.50 pd

D.

MISSISSIPPI 38671

CANCELLED BY AUTHORITY RECORDED IN BOOK 197 PAGE 96
THIS 9 DAY OF March 1976
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 213, Section "B", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 36-38 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($33,900.00) Thirty Three Thousand Nine Hundred ------ Dollars due March 17, 1976. together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 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 17th day of June 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 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 137 Page 315 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $3.00 pd.

SEAL H. H. Ferguson, CLERK

D OF TRUST

From

To

ISSISSIPPI

igned Chancery Clerk of said certify that this Deed of Trust record at 9:50 O'Clock A M. ay of June 19 75 s duly recorded in Book No. the Records in my office. hand and seal this day , 19

Clerk.

, D. C.

erk's Fee, $3.50 pd

TO:

B., LTD.

P. O. BOX 241

SOUTHAVEN, MISSISSIPPI 38671

Acknowledgment of this Instrumen[illegible]
Real Estate TD
No 188 Page 61
This the 17 day of July 19 25
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 64 PAGE 90
495
3rd DAY OF Jan.
W.C. Davis
by D. Taylor, D.C.

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 25th day of June, 19 75, by and between WILLIAM L. NEWBY, one and the same person as WILLIAM LARRY NEWBY, and wife, JUDY A. NEWBY,

, hereinafter called the Grantor; David G. Williams and Milburn K. Noell, Jr., , 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 336, 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.

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-SEVEN THOUSAND THREE HUNDRED Dollars ($ 27,300.00), 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 One Hundred Ninety-five &59/100 Dollars ($ 195.59), commencing on the first day of August , 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 July , 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) have hereunto set their hand(s) the day and year herein first written above.

William L. Newby
WILLIAM L. NEWBY

Judy A. Newby
JUDY A. NEWBY

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named William L. Newby and Judy A. Newby, 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 June 1975.

O B Bridgeforth
Notary Public

My Commission expires:
9-25-78

Property Address: 5796 Woodbine Drive
Southaven, Mississippi

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 127 Page 317 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.
Fees $5.00 pd.
SEAL H. P. Ferguson, CLERK

STATE OF M

Deed o

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Truste

STATE OF MISSISSIPPI,
County of DeSoto
I, H. P. Ferguson
Clerk of the Court of C
do hereby certify that t
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Record of Deeds, pages
on the

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RETU
W., F., R.
P. O.
SOUTHAVEN, MISSISSIPPI 38671

Assignment of this Instrument Recorded in
Real Estate T I D Book
No. 189 Page 307
This the 15 day of Aug 19 75

Assignment of this Instrument recorded in
Assignment of this Instrument recorded in
Book
Page
Page 19
This the day of 19
This the day of 19

VA Form 26-6321 (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 26th day of June, 1975, by and between

JAMES P. RIDGEWAY and wife, HELEN L. RIDGEWAY,

, hereinafter called the Grantor; David G. Williams and Milburn K. Noell, Jr., 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 382, 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.

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 38103 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifteen & 32/100 Dollars ($ 215.32), commencing on the first day of August , 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 July , 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

3.24

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 P. Ridgeway
JAMES P. RIDGEWAY

Helen L. Ridgeway
HELEN L. RIDGEWAY

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named James P. Ridgeway and Helen L. Ridgeway, 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 26th day of June 1975.

D B Bridges
Notary Public

My Commission expires:
9-25-78

Property Address: 5779 Rustwood, Southaven, Mississippi

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 324 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.
Fees $5.00 pd.
SEAL H. H. Ferguson, CLERK

STATE OF MISSISSIPPI
Deed
Tru
STATE OF MISSISSIPPI
County of DeSoto
I, H. H. Ferguson, Clerk of the Court of do hereby certify that was filed for registr 27
19 75, and was recor Record of Deeds, pag on the
Fee
RE
M. & F.
P. O.
SOUTHAVEN, MISSISSIPPI 38671

325

CANCELLED BY AUTHORITY RECORDED IN BOOK 289 PAGE 308
THIS 4 DAY OF Nov. 1982
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

PAUL J. THOMPSON, ET UX

To { DEED OF TRUST

LOUISE J. HINDS

THIS INDENTURE, Made this 11th day of June 19 75
between Paul J. Thompson and wife, Jeanie E. Thompson 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 Eight Thousand Seven Hundred and Fifty Dollars ($8,750.00) evidenced by a promissory note of even date bearing 8% interest per annum and being due and payable in eighty four (84) equal amortized monthly installments of $ 136.39 each, commencing July 30, 1975 with like installments due on the 30 day of each mo.thereafte 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 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, vi

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, Miss.; thence S 89 degrees, 58' 40" W, 876.10 ft. along the south line of said quarter to a point being the southeast corner and the point of beginning of the described tract; thence N 00 degrees 01' 20" W, 493.82 ft. to an iron pin; thence S 89 degrees 58' 40" W, 442.99 ft. to an iron pin; thence S 00 degrees 16' 01" E, 493.82 ft. to a point;thence N 89 degrees 58' 40" E, 440.88 ft. along the south line of said quarter to a point being the point of beginning, containing 5.01 acres more or less. All bearings being referenced to true north as determined from solar observations.

Parties of the first part shall have the right to pre-pay all or any part of said indebtedness on or before the due dates after one (1) yr. from the date of closing. 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 30 day of June 19 82, 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

Paul J. Thompson

Jeanie E. Thompson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me of said County, the within named Paul J. Thompson and wife, Jeanie E. Thompson 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 11th day of June 19 75

My Commission Expires: (SEAL)

9-25-78

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 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 325 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

326

3-500094

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 Bailey Homes of Southaven, Inc to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 89 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 25th day of June, 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 25th day of June 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 9 o'clock 50 minutes A M, 27 day of June 1975, and that the same has been recorded in Book 187 Page 326 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

3-500089

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 Bailey Homes of Southaven, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 93 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 25th day of June, 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 25th day of June A.D., 19 75

Notary Public

My Commission Expires: My Commission Expires March 4, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 327 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 27 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

328

3-500160

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 178 at Page 159 and Book 183 at Page 75 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 23rd day of June, A.D., 19 75

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

BY: _____
A. J. Stone, Jr., Treasurer

BY: _____
G. R. Munton, Jr., Controller

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, Jr. and G. R. Munton, Jr., personally known to me to be the Treasurer and Controller, 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 23rd day of June A.D., 1975.

NOTARY PUBLIC

_____
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LB 488

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 328 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
457 PAGE 500
THIS 13 DAY OF Dec 19 88
W L Davis Chy & Clerk D.C.
Chancery Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of June, 19 75, among the Grantor, TIMOTHY P. ZAJONC AND WIFE, MARY BETH ZAJONC (herein "Borrower"), DeSoto Title Company, Inc. (herein "Trustee"), and the Beneficiary, National Bank of Commerce, Memphis, Tennessee, a corporation organized and existing under the laws of the United States of America, whose address is 1 Commerce Square, Memphis, Tennessee 38103 (herein "Lender").

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

Lot 48, Section A Revised, Lakewood Estates Subdivision
as shown by plat recorded in Plat Book 11, Pages 1-3
in the Office of the Chancery Clerk of DeSoto County,
Mississippi, in Section 23, Township 2 South, Range 7 West.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty four thousand six 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 July 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.

Timothy P. Zajonc —Borrower
TIMOTHY P. ZAJONC

Mary Beth Zajonc —Borrower
MARY BETH ZAJONC

1314 Itasca Drive
Hesoit, 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 Timothy P. Zajonc and wife, Mary Beth Zajonc who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of June, A.D., 19 75.

Jan W Kuns
Notary Public

My Commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 8
30 minutes A M.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
30 minutes A M. 30 day of June 1975, and that the same has been
recorded in Book 187 Page 329 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 219 PAGE 239
THIS 7 DAY OF DEC. 1977
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 807
THIS 29 DAY OF NOV. 1977
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

BETTY W. McINTOSH, A Single Person,

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

TWO THOUSAND FOUR HUNDRED FORTY-SEVEN AND 28/100 - - - - - - - DOLLARS

($ 2,447.28) 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:

Thirty-Six (36) equal monthly installments of $67.98 each beginning on the 3rd day of Aug. 1975, with a like installment due and payable on the 3rd day of each and every successive month thereafter, the final installment being due and payable on the 3rd day of July, 1978, or until paid in full.

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

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

County of DeSoto,

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

Lot 313, Section "C", Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, (DeSoto County, Mississippi), as shown on plat of record in Plat Book 8, Pages 41, 42, and 43, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

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 886 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 26th day of June, 1975.

Betty W. McIntosh

Betty W. McIntosh

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 BETTY W. McINTOSH, 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 26th day of June, 1975.

My Commission Expires: June 7, 1979
My Commission Expires April 3, 1979

Ruth B Hay
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 333 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June.
H. G. Ingram, Clerk

Fees $5.00 pd.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 247 PAGE 19
THIS 3 DAY OF Aug. 1979
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 23rd day of June, 1975, between GEORGE R. GEAN and wife, OVILUR MAY GEAN, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of EIGHT THOUSAND THREE HUNDRED FORTY-TWO and 40/100 DOLLARS ($8,342.40), which includes principal and interest, repayable in 60 equal monthly installment of $139.04 each, beginning July 23, 1975, and due the 15th day of each month thereafter until whole of said 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 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 453, Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, and shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 14, 15 and 16 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 63, Page 344, 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 confided, 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 23rd day of June, 1975.

George R Gean
George R. Gean

Ovilur May Gean
Ovilur May Gean

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named George R. Gean and Ovilur May Gean, 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 23rd day of June, 1975.

My Commission expires:
My Commission Expires Feb. 19, 1978

Lillie D Braswell
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. 27 day of June 1975, and that the same has been recorded in Book 318 Page 336 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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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

TRANTON S. JACKSON and wife, SUE L. JACKSON,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated May 16, 1975, securing a note in the sum of $ 30,600.00 recorded in Book 187, Page 254, of the office of the Chancery Clerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 25th day of June, 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 25th day of June, 19 75.

Margaret Goodlee Pearce
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 2 o'clock 00 minutes P. M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 337 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
245 PAGE 694.
THIS 16 DAY OF July 19 79
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Grantors: George T. Berryhill Jr. and wife Martha A. Berryhill

Lender: Dial Finance Company of Mississippi

Trustee: Gerald W. Craig

Total of Payments: $ 2,736.00 Finance Charge: $ 1044.76 Amount Financed: $ 1691.24 Number of Monthly Instalments: 36 First Instalment Due Date: 7/9/ 19 75 Annual Percentage Rate (Agreed Rate of Charge): 34.47 %

This Deed of Trust, made this 4th day of June 19 75 witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of $25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi:

Lot 4 in Section A, Delta Ridge Mobile Home Park Subdivision as shown on plat Appearing of record in Plat Book 9, Page 30-31 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 3, Range 9.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

George T. Berryhill Jr. SIGN HERE
GRANTOR

x Martha A. Berryhill SIGN HERE
GRANTOR

STATE OF MISSISSIPPI
COUNTY OF DeSoto } SS

Personally appeared before me, the undersigned authority, the within named George T. Berryhill Jr. and wife Martha A. Berryhill who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 4th day of June 19 75

My commission expires December 18, 1978 T. A. Clemons
NOTARY PUBLIC

This instrument was prepared by J. E. Dalton of Dial Finance Company of Mississippi 6125 Millbranch Road Southaven (ADDRESS), Mississippi.

743 F74 MS

2.50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 30 day of June 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 30 day of June 1975.

Fees $2.50 pd.

SEAL H. 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 Edwin C. Hardin, Trustee

of 1st National Bank of Southaven, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 17th day of July 1974, made and executed by Steve Evans and wife

Wanda L. Evans 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 Real Estate Trust Deed Record No. 177 on page 598

of the Record of Trust Deeds, on the 24th. day of July, 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.

First National Bank

By: Gerald R. Taylor

Gerald R. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority

in and for County and State aforesaid Gerald R. Taylor, Asst. Vice President who acknowledged that he signed and

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

Given under my hand and seal of office this 26th. day of June A. D. 1975

Bonnie J. Ingram

5-7-77 My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 339 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

340

6/5 Rl.

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 24th day of October 19 73, made and executed by Aster E. Reynolds and

Mary V. Reynolds of , to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 167 on page 624

of the Record of Trust Deeds, on the 2nd day of November, A. D. 19 73, is now fully paid

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

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

said County also as provided by law. This the 30th day of June, 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed

of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 30th day of June A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 340 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 362 PAGE 432

THIS 9 DAY OF April 19 86

H. D. Ferguson
CHANCERY CLERK

DS

FOR REAL ESTATE, CHATTEL OR BOTH

Byron F. Ray, Jr. and wife, Joan M. Ray

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 26th day of June, 19 75

between Byron F. Ray, Jr. and wife, Joan M. Ray

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 Fourteen Thousand Six hundred Eighty-eight and no/100 Dollars ($14,688.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 120 ~~monthly installments of $122.40. The first said installment shall be due~~ July 20, 1975 ~~and one installment due each succeeding month thereafter~~ until paid in full.

~~And any further extension of time by the party of the second part may thereafter be given by the first party without affecting the liability of any party hereto~~ 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 George 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 be on hand and all the crop of ~~every kind to be grown by~~ and ~~all of the following described property~~ ~~other property of the same kind or otherwise during the year~~ on the premises ~~may cultivate or cause to be cultivated as described herein and also~~ ~~during said year~~ all ~~farming implements of every kind and~~

Part of the Southeast Quarter of Section 33, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence North 84° 53' 40" East along the north line of said quarter section a distance of 879.40 feet to a point; thence south 4° 27' 39" East a distance of 106.88 feet to the point of beginning, said point being on the centerline of Slocum Road; thence North 81°50' 10" East along said road centerline a distance of 165.59 feet to a point; thence South 85° 13' 01" East along said road centerline a distance of 225.20 feet to a point; thence North 82° 32' 59" East along said road centerline a distance of 199.11 feet to a point; thence North 73° 23' 29" East along said road centerline a distance of 26.08 feet to a point; thence South 4° 27' 34" East a distance of 389.96 feet to a point; thence North 4° 27' 39" West a distance of 388.95 feet to the point of beginning and containing 7.65 acres, more or less. All bearings are magnetic.

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 ot 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 ~~XXX~~ maturity 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, ~~their~~ heirs 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

Byron F. Ray
Joan M. Ray

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Byron F. Ray, Jr. and wife, Joan M. Ray who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 26th day of June 19 75

Barbara J. Crutcher XXXX

(SEAL)

My commission expires: 2-8-76

By Notary Public XXXX

STATE OF MISSISSIPPI, DESOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named ~~herein~~ 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 10 o'clock 30 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 341 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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Lot 760, Sec. F - Carriage Hills S/D
Robert F. Willis

STATE OF TENNESSEE
COUNTY OF SHELBY

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated March 19, 1974, and given by Robert F. Willis and wife, Wanda L. Willis to Leo Bearman, Trustee for the benefit of Blazer Financial Services, Inc., and which instrument is recorded in Book 172, Page 469, in your office, same having been fully paid and satisfied.

EXECUTED this the 26 day of June, 1975.

BLAZER FINANCIAL SERVICES, INC.

By: James C. Lamberth

STATE OF TENNESSEE
COUNTY OF Shelby

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, James C. Lamberth, the Secretary-Treasurer of the above corporation who acknowled that he, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 26 day of June, 1975.

Delores E. Vassos
Notary Public

My Commission expires:

My Commission Expires May 27, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 27 day of June 1975, and that the same has been recorded in Book 181 Page 342 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
234 PAGE 121
THIS 21 DAY OF Nov 19 78
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
231 PAGE 262
THIS 22 DAY OF Sept. 1978
H. D. Ferguson
CHANCERY CLERK

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LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven, Miss. 38671

DEED OF TRUST

LOAN NO. 12190
AMOUNT OF LOAN 2741.56
AMOUNT OF INTEREST 1578.44
AMOUNT OF SERVICE CHARGE

THIS DEED OF TRUST, made and entered into this 24th day of June, 19 75 by and between Lee Wright Jr. and his, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services of Mississippi Inc. having his principal office and post office address at 1547 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 Four Thousand three hundred twenty dollars Dollars ($ 4,320.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated 6-24-75, 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 $ 120.00 commencing on the 1st day of August, 1975 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Olive Branch, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

One acre in the East part of the North half of the Northeast Quarter of Section 32, Township 1, Range 5 West, described as beginning at a point 20 Chains South of the Northeast corner of said Northeast Quarter of Section 32, Township 1, Range 5 West, running thense West 210 feet to a stake; running thence North 210 feet to a stake; running thence East 210 feet to the East line of said Section 32; running thence South 210 feet to the point of beginning.

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 peyment 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 Benaficiary, 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)

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Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

Avco Financial Services

Lee Wright Jr. (L.S.)
Signature of Grantor

Lee Wright, Jr.
Also Known As Lee Jr. Wright (L.S.)
Signature of Grantor

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Lee Flo

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named

and his

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 25 day of June 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

whose name (is) (are) subscribed thereto, sign and deliver the same to

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 243 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.00 pd.

SEAL H. D. Ferguson, CLERK

STATE OF

COUNTY OF

On 19 ,

personally appeared the above named

known to me to be the Assignor who executed the above assignment and acknowledged the foregoing instrument to be (his) (her) free and voluntary act and deed.

Given under my hand and official seal this

day of 19

(SEAL)

Notary Public

COUNTY OF

On this day of 19 ,

before me appeared

to me personally known, who, being by me duly sworn did say that he is the of

, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this

day of 19

(SEAL)

Notary Public

DEED OF TRUST

Lee Wright, Jr.

TO

Avco Financial Services
1547 stateline Rd.
Southaven, Miss. 38671

Robert Q. Whitwell Trustee

THE STATE OF MISSISSIPPI

DeSoto County

I, H. D. Ferguson

Clerk of the Chancery Court of DeSoto County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of June 30 19 75 at 10:45 o'clock A M. and the same together with the certificate and acknowledgment, is now duly recorded in Book 187 page 243 of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the 30 day of June 19 75

H. D. Ferguson Clerk

By D.C.

3.00 pd

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 18th day of November 1971, made and executed by Mt. Olive Missionary Baptist Church of , to The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of De Soto County, in the State of Mississippi in Real Estate Trust Deed Record No. 135 on page 350 of the Record of Trust Deeds, on the 22d day of November, A. D. 1971, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said De Soto 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 23rd day of June, 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 Eloise N. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 23rd day of June A. D. 1975

My Commission Expires Jan. 7, 1978

Eloise N. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 345 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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6/2 M1

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 ____ day of ____ 19____, made and executed by James R. Strongosky

and Kathleen M. Strongosky of ____, to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 183 on page 108

of the Record of Trust Deeds, on the 31st 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 De Soto

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

said County also as provided by law. This the 27th day of June, 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 27th day of June A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 346 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

AUTHORITY TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated 30th Sept., 1970, and given by JAMES L. MC CALLUM AND WIFE, AUDRIA L. MC CALLUM, to GEORGE S. SANDERS, JR. trustee, for the benefit of COLONIAL SAVINGS & LOAN and owned by the undersigned and which instrument is recorded in Book 120 at Page 659 in your office, same having been fully paid and satisfi

EXECUTED this 26th day of June, 19 75.

BRADLEY MORTGAGE COMPANY
BY CHARTER AMENDMENT
FIDELITY MORTGAGE COMPANY
A Mississippi Corporation

By: Robert O Denny
S. Vice President

ATTEST:

Edna Kirby
Assistant Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF Hinds

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, ROBERT O. DENNY and EDNA KIRBY the SENIOR VICE PRESIDENT and ASSISTANT SECRETARY-TREASURER, respectively, of the above corporation wh acknowledged that they, being first fully authorized so to do, did, on the day and date set out herein, sign, execute, attach the corporate se and deliver the within and foregoing instrument for and on behalf of so corporation.

WITNESS my hand and seal of office, this 26th day of June 19 75.

Mabel Ledbetter
NOTARY PUBLIC

My Commission Expires:

9-23-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 181 Page 347 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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PARTIAL RELEASE

For value received UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, acting by and through its duly authorized officers, does hereby release from the lien of that certain deed of trust executed by Wortman & Mann, Inc. a Mississippi Corporation to UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 31, 1974 and recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 182 at page 398 the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

Lots Two Hundred Six (206), Two Hundred Seven (207), Two Hundred Eight (208), Two Hundred Nine (209), Two Hundred Ten (210), Two Hundred Eleven (211), Two Hundred Twelve (212), Two Hundred Thirteen (213) and Two Hundred Sixteen (216), Eastover Subdivision, Section B, A Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, At Hernando, Mississippi, in Plat Book 12 at Pages 36 through 38, reference to which is hereby made.

Lots Four Hundred Thirteen (413), Four Hundred Fourteen (414), Four Hundred Twenty Nine (429), Four Hundred Thirty (430), Four Hundred Fourty Four (444), Four Hundred Forty Five (445), Four Hundred Sixty Two (462), Four Hundred Sixty Three (463), Four Hundred Sixty Four (464), Four Hundred Sixty Six (466), Four Hundred Eighty One (481), Four Hundred Eighty Two (482), and Four Hundred Eighty Three (483), Eastover Subdivision, Section C, A Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at pages 39 through 40, reference to which is hereby made.

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

Witness the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, ~~by~~ its duly authorized officers this the 26th day of June, 1975.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

By G. R. Munton, Jr.

By Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, G. R. Munton, Jr. and Harold A. Hogue who acknowledged to me that they are Controller and Asst. Vice President respectively, of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, and that they signed, sealed 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 26th day of June, 1975.

My Commission expires: My Commission Expires March 4, 1979

Notary Public

AT 607

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 348 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $2.60 pd.

Lot 521 G|B

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 9th, 19 74, and duly recorded in Book 175 at Page(s) 173 of your records.

WITNESS the signature of the corporation, this the 24th day of June, A.D., 19 75.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems

W. S. Weems, Senior Vice President

(SEAL)

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 24th day of June, A.D., 19 75.

Carrie D. Sells
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 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 349 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of June 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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William R. Wilson
6350 Cotton Lane
Southaven, Miss. 38671

REAL PROPERTY AGREEMENT RELEASE

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantors, to National Bank of Commerce, Memphis, Tennessee as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement; and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
William R. Wilson Linda B. Wilson	6-9-72	Book 143 Page 440	Lot 2279, Section K, Southaven West Subdivision, Section 27, Township 1 South, Range 8 West, as recorder in Plat Book 4, Pages 4 & 5, DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee covenants with the said grantor, that they the legal owners and holders of the notes described in and secured by said real property agreement and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tenn. has hereunto set my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 26, day of June 19 75.

National Bank of Commerce, Memphis, Tennessee

Gary D. Cantrell

Gary D. Cantrell, Installment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19_____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

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

_____ 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 G. D. Cantrell, Installment Loan Officer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Inst. Loan Officer of the National Bank of Commerce, in Memphis the within named bargainor, a corporation, and that he as such Installment Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Inst. Loan Officer.

WITNESS my hand and seal at office in Memphis, Tennessee this 26 day of June, 19 75.

Joseph H. Young Jr
Notary Public

My commission expires MY COMMISSION EXPIRES MAY 31, 1978 day of _____ 19_____.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 350 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL 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, June 30, 1975 *(Date)*

by and between the undersigned Mrs. Willie Abbay Howard, a widow, and Robert P. Sayle, Jr.

residing in DeSoto County, Mississippi, whose post office address is Howard Plantation, Lake Cormorant, Mississippi 38641, 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*
June 30, 1975	$57,000.00	5%	June 30, 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:

The south 120 acres or the Northeast Quarter of Section 23, Township 1, Range 10, and 7 acres, more or less, described as BEGINNING at the northwest corner of the Northeast Quarter of Section 23, Township 1, Range 10; thence east on the Section line 600 feet to a point; thence south 660 feet to a point; thence west 600 feet to a point in the west line of said Quarter-Section; thence north 660 feet to the point of beginning.

The above described land contains in the aggregate 127 acres, more or less

FULLY PAID AND SATISFIED, 7/5/78
UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION BY Louis B. Tibbs
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 31, F. R. 14109.
Attest: H. D. Ferguson, Chancery Clk
By J. Kirk D.C.

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 expresly 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.

Mrs. Willie Abbay Howard

Mrs. Willie Abbay Howard

Robert P. Sayle, Jr.

Robert P. Sayle, Jr.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mrs. Willie Abbay Howard and Robert P. Sayle, Jr. 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 30th day of June, 1975.

Sarah J. Bethune
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: 2-4-79

WALKER, FRANKS, RONE, BRIDGFORTH & WOODS, LTD.

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 June 1975, and that the same has been recorded in Book 187 Page 351 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of July 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

5/1 PM.

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 May 19 72, made and executed by Henry Joe Kothe and

Barbara A. Kothe of to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 142 on page 231

of the Record of Trust Deeds, on the 11th day of May A. D. 19 72, is now fully paid

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

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

said County also as provided by law. This the 27th day of June, 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 Eloís M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 27th day of June A. D. 19 75

Eloís M. Barbee

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 45 minutes A M. 30 day of June 1975, and that the same has been recorded in Book 187 Page 355 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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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 I. L. Wagner DBA Trimcon

for the benefit of Coahoma National Bank Southaven Branch Southaven, Ms. 38671 which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 30th day of Aug., 19 74 and recorded in Book 179 at Page 190.

Lot 35 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 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 9th day of June, 19 75.

COAHOMA NATIONAL BANK
Southaven MISSISSIPPI

BY Rex Vaughn
Rex Vaughn

STATE OF MISSISSIPPI
COAHOMA COUNTY
DeSoto

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Rex Vaughn
Loan Officer of the Coahoma Ntl. 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 30th day of June, 19 75

Notary Public

My Commission Expires Jan. 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 1 day of July 1975, and that the same has been recorded in Book 197 Page 356 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 571 PAGE 590
THIS 11 DAY OF Feb 19 92
W. E. Davis
Chancery Clerk
by D. Cleveland, DC

Assignment of this Instrument Recorded in Real estate R/D Book
No. 422 Page 131
This the 1st day of Dec. 19 87
W. H. Ferguson Clerk
by S. Taylor, D.C.

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, the 1st day of July, 1975 (Date)

by and between the undersigned Clifton Jeans, Sr. and his wife, Annie Mae L. Jeans,

residing in DeSoto County, Mississippi, whose post office

address is Rt. 3, Box 86, Hernando, Mississippi 38632 .

grantor(s), herein called "Borrower," and Aaron R. Gooleby, of Hernando, Mississippi

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

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing 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*
July 1, 1975	$18,350.00	8-1/8 %	July 1, 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

THE LANDS SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

One (1) acre, in the shape of a square, situated in the Southwest Quarter of Section Eight (8), Township Three (3), Range Six (6) West, and more particularly described by metes and bounds, as follows, to-wit:

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Commencing at the Northeast corner of said Southwest Quarter of said Section 8; thence West along the North line ofsaid Quarter Section 462 feet to the Northeast corner of the Cora Jeans 10 acre tract; thence South 734.46 feet along the East line of said 10 acre tract to an iron pin , FOR THE POINT OF BEGINNING OF SAID ONE ACRE PARCEL; thence South 210 feet to a point 20 feet South of an iron axle found ;thence West 210 feet to a point 20 feet South of an iron pin set; thence North 210 feet to an iron pin set; thence East 210 feet to the point of beginning, and as said lands are shown by Survey Plat of Ronald R. Williams, C. E., Revised May 5, 1975,
BUT SUBJECT HOWEVER to the existing easement for the public road on the South side of said lands, to easement to Mississippi Power and Light Co. dated February 6,1942, of record in Book 33, Page 469 of the Deed Records of said County, to all taxes for the year 1975, and To Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances 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.

Witness to Mark:

Clifton Jeans, Sr.

Annie Mae L. Jeans

STATE OF MISSISSIPPI }
COUNTY OF DeSoto } ss:

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, Chancery Court Clerk in and for said County and State, the within-named Clifton Jeans, Sr.

and Annie Mae L. Jeans, 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 1st day of July, 19 75.

H. G. Ferguson
(Signature)

Chancery Court Clerk
(Title)

(SEAL)

My Commission Expires: January 5, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 354 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of July 1975.

Fees $5.00 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 719 PAGE 156
THIS 4th DAY OF August, 1994.
W. E. Davis
CHANCERY CLERK
by: P. Starkey D.C.

361

ALL-INCLUSIVE DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Whereas; SOUTHAVEN SHOPPING CENTER ASSOCIATES, a California Limited Partnership hereafter called the Grantor, is justly indebted unto AMERICAN VILLAGES, INC., a California Corporation hereafter called the Beneficiary, in the sum of TWO MILLION EIGHT HUNDRED EIGHTY All-Inclusive THOUSAND DOLLARS evidenced by one promissory note dated June 26 19 75;

Whereas, grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due, and the faithful performance of all the other terms and conditions hereafter set out.

Now therefore, in consideration of the above as well as Five Dollars ($5.00) cash in hand paid, receipt of which is hereby acknowledged, grantor does convey and warrant unto LAWYER'S TITLE INSURANCE CORPORATION, as Trustee, the following described property in the County of DeSoto State of Mississippi, to wit:

See Legal Description attached hereto as Exhibit "A".

The lien of this All-Inclusive Deed of Trust is subordinate to the lien of that All-Inclusive Deed of Trust in the amount of $2,776,000.00 recorded concurrently herewith.

This conveyance is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity or any future advancements not to exceed $ None ; and if this note is duly paid and all of the other items, covenants and conditions herein are duly and faithfully observed, then this instrument shall be and become null and void.

In the event of the failure of the Grantor to pay said note, or any installment thereof, as the same falls due or to pay the accrued interest thereon at its maturity dates, or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell the above described land and all improvements thereon at public outcry to the highest and best bidder for cash, within legal hours on any secular day of the week, in front of any front door of the Court House of DeSoto County, Mississippi, after having first given notice of said sale for the length of time and in the manner required by law. The proceeds of said sale shall be used first to pay all costs thereof including a reasonable Trustee's fee then to pay the entire amount remaining due on said note together with interest and attorneys fees as therein provided, and likewise to pay any other sum, or sums, the Grantor may be owing the Beneficiary, or the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantor.

DEED OF TRUST

From

SOUTHAVEN SHOPPING CENTER ASSOCIATES

To

AMERICAN VILLAGES, INC., Beneficiary, LAWYER'S TITLE INSURANCE CORP. Trustee

STATE OF MISSISSIPPI
DeSoto COUNTY

I, the undersigned Clerk of the Chancery Court of said County, do certify that this instrument was filed for record in my office at _____ o'clock ____ M., on the _____ day of _____ 19____, and was duly recorded in the Record of Mortgages and Deeds of Trust on Land.

Volume _____ Page _____

_____, Clerk

By _____, D. C.

Filing	.05
Recording ____ words at 15 cents per 100	
Certificate	.50
Indexing, 15 cents for each separate Subdivision	
TOTAL FEES	

MISSISSIPPI ABSTRACT
TITLE AND GUARANTY COMPANY
GULFPORT, MISSISSIPPI

STAPLE HERE

TO AAZ CA (3-73)
(Partnership)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On June 24, 1975 before me, the undersigned, a Notary Public in and for said State personally appeared NORTON S. KARNO

known to me to be one of the partners of the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the partnership therein named, and acknowledged to me that such partnership executed the within instrument pursuant to its by-laws or a resolution of its boards of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

OFFICIAL SEAL
DAVID R. ALTSHULER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires SEP. 28, 1977

TITLE INSURANCE AND TRUST
A FIDELITY COMPANY

The Grantor, so long as the indebtedness secured hereby remains unpaid further agrees to pay all city, county and state taxes and all other liens on said property before the same become delinquent and also covenants to maintain a fire and hazards insurance policy upon the improvements thereon in a sum not less than $_____ with an insurance company authorized to do business in the State of Mississippi, all such policies containing a loss payable clause in favor of the Beneficiary or as the interest of the Beneficiary may appear.

In the event the Grantor fails to pay all taxes or other liens on said land before the same become delinquent or to maintain insurance on the improvements thereon as herein stipulated, then the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

If the Grantor does not pay the taxes on said land before the same become delinquent or does not maintain insurance on the improvements thereon, the Beneficiary or the owner of said note shall have the option to pay any delinquent taxes or insurance premiums to preserve the lapse of any insurance policy covering the improvements on said property but is not under any obligation to do so. Any disbursements by the Beneficiary or the owner and holder of the above mentioned note to pay taxes or maintain insurance on said property shall become an indebtedness of the Grantor, payment of which is secured hereby and shall bear interest at the rate of six percent per annum and shall be due and payable thirty days after payment thereof by the Beneficiary or the owner and holder of said note. If the Grantor fails to repay at the maturity date thereof any sum or sums so expended for taxes or insurance, the entire indebtedness secured hereby shall become immediately due and payable and the Trustee shall proceed to sell the property above described in the manner provided in the event of non-payment of said note.

The Beneficiary herein or the owner and holder of said note shall have the right at pleasure to appoint in writing a Trustee or Trustees to succeed the Trustee named herein and in like manner any succession of Trustees may be appointed and such substituted Trustee shall be vested with all of the rights, power and authority of the Trustee named herein. This Deed of Trust is further subject to the additional terms contained in Exhibit "B" attached hereto which is by this reference incorporated herein.

This the 24 day of June, 19 75

SOUTHAVEN SHOPPING CENTER ASSOCIATES
A California Limited Partnership

By _____
NORTON S. KARNO, General Partner

d State, the

year therein

_____, 19____

_____, Mississippi

LEGAL DESCRIPTION

PARCEL I:

A part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the East line of Hudgins Road 230.08 feet South of the Southwest corner of Tennissippi Industrial Park, as measured along the East line of Hudgins Road; thence South 0 degrees 38 minutes 30 seconds East along the East line of Hudgins Road 182.25 feet to a point at the beginning of a curve to the left, having a radius of 522.97 feet; thence Southwardly along the arc of said curve and also being along the Easterly line of Hudgins Road 308.16 feet to a point at the end of said arc; thence South 36 degrees 20 minutes 40 seconds East along the Easterly line of Hudgins Road 209.96 feet; thence South 89 degrees 09 minutes 40 seconds East along the North line of future building area 208.0 feet to a point; thence South 0 degree 48 minutes 30 seconds West along the East line of Future Building Area 200.0 feet to a point in the North line of State Line Road; thence South 87 degrees 38 minutes East along the North line of State Line Road 151.66 feet; thence South 87 degrees 28 minutes 50 seconds East along the North line of State Line Road 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 175.0 feet to a point; thence South 87 degrees 28 minutes 50 seconds East 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 673.17 feet to a point; thence North 89 degrees 09 minutes 40 seconds West 786.57 feet to the point of beginning.

PARCEL II:

All those certain rights as set forth and established in that certain Declaration and Grant of Parking Rights, Right of Ingress and Egress, and of Restrictions dated August 12, 1974, and recorded concurrently herewith by and between George M. Eltinge, George L. Graziadio and James K. Sampson, Partners, d/b/a Eltinge, Graziadio & Sampson Development Co., a partnership, and Pacific Mutual Life Insurance Company, a California Corporation, in and to the following described land:

A part of the SW 1/4 of Section 13, Township 1 South, Range 8 West, Desoto County, Mississippi, more particularly described as follows:

Starting at a point in the East line of the Hudgins Road right of way, said point being the Southwest corner of the Tennissippi Industrial Park; thence South 0 degrees 38 minutes 30 seconds East along the East right of way line of Hudgins Road 412.33 feet to a point at the beginning of a curve to the left having a radius of 522.97 feet; thence along said curve and Easterly right of way line an arc distance of 308.16 feet; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way 209.96 feet to the true point of beginning; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way line 85 feet to a point at the beginning of a curve to the right having a radius of 632.97 feet; thence along said curve and Easterly right of way line an arc distance of 74.67 feet; thence South 55 degrees 22 minutes 50 seconds East 126.92 feet to a point in the North right of way line of State Line Road; thence along said North right of way line a distance of 9.74 feet; thence North 0 degrees 48 minutes 30 seconds East 200.00 feet; thence North 89 degrees 09 minutes 40 seconds West 208.00 feet to the true point of beginning.

EXHIBIT A

EXHIBIT B

ADDITIONAL PROVISIONS OF DEED OF TRUST DATED JUNE 26, 1975, BY AND BETWEEN SOUTHAVEN SHOPPING CENTER ASSOCIATES, A LIMITED PARTNERSHIP, TRUSTOR, AND AMERICAN VILLAGES, INC., A CALIFORNIA CORPORATION, BENEFICIARY

---

1. THIS DEED OF TRUST is an "All-Inclusive Deed of Trust" and is subject and subordinate to a deed of trust (referred to below as "the First Trust Deed") dated July 31, 1974, previously recorded in the Official Records of De Soto County, Mississippi, securing a note (referred to below as "the First Note") in the original principal amount of $2,775,000.00, naming PACIFIC MUTUAL LIFE INSURANCE COMPANY, as Beneficiary, and to an all-inclusive deed of trust (referred to below as "the Second Trust Deed") dated in June, 1975, recorded concurrently with the recordation of this All-Inclusive Deed of Trust in the Official Records of De Soto County, Mississippi, securing an all-inclusive note (referred to as "the Second Note") in the original principal amount of $2,776,000.00, naming T.I.M., INC. as Beneficiary.

2. The Trustor shall pay to Beneficiary, in addition to the amount required by the all-inclusive note secured hereby, each tax and fire insurance premium impound amount, if any, required by the First and the Second Note and the First and Second Trust Deeds. Such impound amount shall be payable to Beneficiary within fifteen (15) days after each notice of demand therefor.

3. Beneficiary, or successor holders of the all-inclusive note secured hereby, shall pay when due each principal and/or interest installment (including tax and

fire insurance premium impound required under Paragraph 2 above) under the First and Second Notes and the First and Second Trust Deeds, which become payable after the date of recording of this All-Inclusive Deed of Trust. The obligation of Beneficiary under this Paragraph 3 shall terminate upon payment in full of the All-Inclusive Note secured hereby; Beneficiary or successor holders of the All-Inclusive Note secured hereby, will pay and discharge in full all obligations, if any, then remaining under such First and Second Notes.

4. Should Beneficiary fail to pay, pursuant to Paragraph 3 above, any installment under such First Note, or such Second Note, Trustor may pay such installment directly to the holder of any such Notes, and the amount thereof shall be credited to the next following installments due under the all-inclusive note secured hereby.

5. The difference from time to time remaining between (i) the unpaid balance under the All-Inclusive Note and (ii) the unpaid balance under the Second Note, or if the Second Note does not then exist, the First Note, is hereinbelow referred to as "the Beneficiary's equity."

6. The provisions incorporated herein to the contrary notwithstanding, all condemnation awards, settlements in lieu thereof and fire insurance proceeds received and retained by the holders of the First or Second Notes shall be credited to the principal of the Note secured hereby.

7. The provisions incorporated herein to the contrary notwithstanding, any demand hereunder for foreclosure

delivered to the Trustee shall be only in the aggregate of the following, as they may from time to time be:

a. The Beneficiary's equity;

b. Interest payable, whether accrued or prepaid under the All-Inclusive Note secured hereby;

c. Amounts paid by Beneficiary of this All-Inclusive Note to the holders of the First or Second Notes for taxes, fire insurance premiums, late charges, and foreclosures costs, to the extent the same were not previously paid by the Trustor; and

d. Foreclosure costs and expenses incurred hereunder.

8. Beneficiary hereby waives any right to obtain any deficiency judgment against Trustor in the event any action is initiated to enforce the lien of this All-Inclusive Deed of Trust against Trustor.

9. Should Trustor, or any successor in interest of Trustor, sell, convey, transfer, contract to sell or lease with option to purchase (all of which events are hereafter referred to as a "Transfer") said property or any material part thereof or any material interest (other than a security interest or lien) therein without first obtaining the written consent of Beneficiary hereof or if any of said parties shall be divested of title to said property or any material part thereof, or any material interest therein, either voluntarily or involuntarily, then Beneficiary shall have the right, at its option to declare all sums secured hereby forthwith due and payable; provided, however, that if the holder of all notes secured by senior encumbrances on the property secured hereby consent to such Transfer, the

holder of the All-Inclusive Note secured hereby shall also consent without any acceleration.

10. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale or Foreclosure hereunder be mailed to it at its address hereinbefore set forth and agrees that for any statement regarding the obligations secured hereby, the Beneficiary may charge a reasonable amount permitted by law at the time of the request therefor.

11. These Additional Provisions of Deed of Trust, dated June 26, 1975, are hereby agreed to by Trustor and Beneficiary.

TRUSTOR: SOUTHAVEN SHOPPING CENTER ASSOCIATES
A Limited Partnership

By _____
NORTON S. KARNO, General Partner

BENEFICIARY: AMERICAN VILLAGES, INC.,
A California Corporation

By _____
HAL MARCUS, President

By _____
INGE MARCUS, Secretary

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 July 1975, and that the same has been recorded in Book 187 Page 361 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of July 1975.

Fees $6.00 pd.

SEAL H. D. Ferguson, CLERK

3 68

SATISFACTION, RELEASE AND DISCHARGE

KNOW ALL MEN BY THESE PRESENTS, That Evans Products Company, a Delaware corporation, is the present owner and holder of the Deed of Trust executed by Andrew Ray Munns and Norma Munns dated December 18, 1973 to Chicago Title and Insurance Company, as Trustee, which Deed of Trust was filed and entered of record in Chancery Clerk's Office in Book No. 171 at Page 8 in the County of DeSota and State of Mississippi on the 4th day of February, 19 74;

That such Deed of Trust is with the indebtedness thereby secured fully paid, satisfied and discharged;

That this Satisfaction, Release and Discharge shall be filed of record as provided by law and shall discharge the said Deed of Trust in full;

That the recorder of this instrument in said County and State is hereby authorized, directed, and empowered to mark the records in his office that said Deed of Trust has been fully discharged and satisfied of record; and

That the undersigned corporation as owner and holder of such Deed of Trust is authorized to execute this Satisfaction, Release and Discharge.

IN WITNESS WHEREOF, Evans Products Company, a Delaware corporation, has caused these presents to be executed in its corporate name by its Executive Vice President and its corporate seal to be affixed hereunto this 19th day of June, 19 75.

Signed and Sealed in the Presence of:

EVANS PRODUCTS COMPANY

By Hillard Madway
Executive Vice President

CORPORATE SEAL

STATE OF PENNSYLVANIA:
ss:
COUNTY OF MONTGOMERY :

On this 19th day of June, 19 75, before me a Notary Public within and for said County and State, personally appeared Hillard Madway, to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Hillard Madway acknowledged said instrument to be the free act and deed of EVANS PRODUCTS COMPANY, the corporation named herein.

(SEAL)
Ronald J. Agasar, Notary Public
My Commission Expires: 6/30/75

THIS INSTRUMENT WAS PREPARED BY ALBERT F. PHELAN, ESQUIRE, One Plymouth

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 1 day of July 1975, and that the same has been recorded in Book 197 Page 368 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of July 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 193 Page 539
This the 1 day of Dec. 1975
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 187 Page 583
This the 10 day of July 1975
H. D. Ferguson Clerk

ALL-INCLUSIVE DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

Whereas; AMERICAN VILLAGES, INC., A California Corporation

hereafter called the Grantor, is justly indebted unto T.I.M., INC., a California corporation

hereafter called the Beneficiary, in the sum of TWO MILLION SEVEN HUNDRED SEVENTY SIX THOUSAND DOLLARS evidenced by one All-Inclusive promissory note dated June 26, 1975,

Whereas, grantor desires to secure the payment of said indebtedness or any renewals thereof, as the same falls due, and the faithful performance of all the other terms and conditions hereafter set out.

Now therefore, in consideration of the above as well as Five Dollars ($5.00) cash in hand paid, receipt of which is hereby acknowledged, grantor does convey and warrant unto LAWYER'S TITLE INSURANCE CORPORATION, as Trustee, the following described property in the County of DeSoto, State of Mississippi, to wit:

See Legal Description Attached Hereto as Exhibit "A"

This conveyance is made in trust however, to secure the payment of the above mentioned note or any renewals thereof at maturity or any future advancements not to exceed $ None, and if this note is duly paid and all of the other items, covenants and conditions herein are duly and faithfully observed, then this instrument shall be and become null and void.

In the event of the failure of the Grantor to pay said note, or any installment thereof, as the same falls due or to pay the accrued interest thereon at its maturity dates, or to perform faithfully all the other terms, covenants and conditions as hereinafter set out, then the entire unpaid balance of said note and the interest accrued thereon shall immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable; and at the request of the Beneficiary herein, or of the owner and holder of said note, the Trustee herein or his successor shall sell the above described land and all improvements thereon at public outcry to the highest and best bidder for cash, within legal hours on any secular day of the week, in front of any front door of the Court House of DeSoto County, Mississippi, after having first given notice of said sale for the length of time and in the manner required by law. The proceeds of said sale shall be used first to pay all costs thereof including a reasonable Trustee's fee then to pay the entire amount remaining due on said note together with interest and attorneys fees as therein provided, and likewise to pay any other sum, or sums, the Grantor may be owing the Beneficiary, or the owner and holder of the above described note, the payment of which is secured hereby, and the remainder of such proceeds shall then be paid to the Grantor.

CANCELLED BY AUTHORITY RECORDED IN BOOK 216 PAGE 461
THIS 30 DAY OF Sept. 1977
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 266 PAGE 371
THIS 21 DAY OF Nov. 1980
H. D. Ferguson
CHANCERY CLERK

3170

The Grantor, so long as the indebtedness secured hereby remains unpaid further agrees to pay all city, county and state taxes and all other liens on said property before the same become delinquent and also covenants to maintain a fire and hazards insurance policy upon the improvements thereon in a sum not less than $_____ with an insurance company authorized to do business in the State of Mississippi, all such policies containing a loss payable clause in favor of the Beneficiary or as the interest of the Beneficiary may appear.

In the event the Grantor fails to pay all taxes or other liens on said land before the same become delinquent or to maintain insurance on the improvements thereon as herein stipulated, then the entire indebtedness secured hereby shall immediately become due and payable for all purposes and the Trustee herein shall, at the request of the Beneficiary, or the owner and holder of said note, proceed to advertise for sale and sell the above described property as provided in the event of default in payment of said note.

If the Grantor does not pay the taxes on said land before the same become delinquent or does not maintain insurance on the improvements thereon, the Beneficiary or the owner of said note shall have the option to pay any delinquent taxes or insurance premiums to prevent the lapse of any insurance policy covering the improvements on said property but is not under any obligation to do so. Any disbursements by the Beneficiary or the owner and holder of the above mentioned note to pay taxes or maintain insurance on said property shall become an indebtedness of the Grantor, payment of which is secured hereby and shall bear interest at the rate of six percent per annum and shall be due and payable thirty days after payment thereof by the Beneficiary or the owner and holder of said note. If the Grantor fails to repay at the maturity date thereof any sum or sums so expended for taxes or insurance, the entire indebtedness secured hereby shall become immediately due and payable and the Trustee shall proceed to sell the property above described in the manner provided in the event of non-payment of said note.

The Beneficiary herein or the owner and holder of said note shall have the right at pleasure to appoint in writing a Trustee or Trustees to succeed the Trustee named herein and in like manner any succession of Trustees may be appointed and such substituted Trustee or Trustees shall be vested with all of the rights, power and authority of the Trustee named herein. This All-Inclusive Deed of Trust is further subject to the additional terms contained in Exhibit "B" which is by this reference incorporated herein.

This the 26th day of June, 19 75

AMERICAN VILLAGES, INC.
A California Corporation
By Hal Marcus
HAL MARCUS, President
By Inge Marcus
INGE MARCUS, Secretary

STATE OF MISSISSIPPI

TO 449 C
(Corporation)

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On June 26, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared HAL MARCUS known to me to be the President, and INGE MARCUS known to me to be Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature David R. Altshuler

OFFICIAL SEAL
DAVID R. ALTSHULER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Sept. 25, 1977

Name (Typed or Printed)

(This area for official notarial seal)

1 State, the

rear therein

), 19____

, Mississippi

DEED OF TRUST

From

AMERICAN VILLAGES, INC.

To

ELTINGE, GRAZIDIO &

SAMPSEN DEVELOPMENT

COMPANY, Beneficiary, Trustee

STATE OF MISSISSIPPI
DeSOTO COUNTY

I, the undersigned Clerk of the Chancery Court of said County, do certify that this instrument was filed for record in my office at _____ o'clock ____ M., on the _____ day of _____, 19____, and was duly recorded in the Record of Mortgages and Deeds of Trust on Land.

Volume _____ Page _____

_____, Clerk

By _____, D. C.

Filing _____ .05

Recording _____ words at 15 cents per 100 _____

Certificate _____ .50

Indexing, 15 cents for each separate Subdivision _____

TOTAL FEES _____

MISSISSIPPI ABSTRACT
TITLE AND GUARANTY COMPANY
GULFPORT, MISSISSIPPI

TI

LAWYER'S TITLE INSURANCE CORP.

LEGAL DESCRIPTION

PARCEL I:

A part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the East line of Hudgins Road 230.08 feet South of the Southwest corner of Tennissippi Industrial Park, as measured along the East line of Hudgins Road; thence South 0 degrees 38 minutes 30 seconds East along the East line of Hudgins Road 182.25 feet to a point at the beginning of a curve to the left, having a radius of 522.97 feet; thence Southwardly along the arc of said curve and also being along the Easterly line of Hudgins Road 308.16 feet to a point at the end of said arc; thence South 36 degrees 20 minutes 40 seconds East along the Easterly line of Hudgins Road 209.96 feet; thence South 89 degrees 09 minutes 40 seconds East along the North line of future building area 208.0 feet to a point; thence South 0 degree 48 minutes 30 seconds West along the East line of Future Building Area 200.0 feet to a point in the North line of State Line Road; thence South 87 degrees 38 minutes East along the North line of State Line Road 151.66 feet; thence South 87 degrees 28 minutes 50 seconds East along the North line of State Line Road 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 175.0 feet to a point; thence South 87 degrees 28 minutes 50 seconds East 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 673.17 feet to a point; thence North 89 degrees 09 minutes 40 seconds West 786.57 feet to the point of beginning.

PARCEL II:

All those certain rights as set forth and established in that certain Declaration and Grant of Parking Rights, Right of Ingress and Egress, and of Restrictions dated August 12, 1974, and recorded concurrently herewith by and between George M. Eltinge, George L. Graziadio and James K. Sampson, Partners, d/b/a Eltinge, Graziadio & Sampson Development Co., a partnership, and Pacific Mutual Life Insurance Company, a California Corporation, in and to the following described land:

A part of the SW 1/4 of Section 13, Township 1 South, Range 8 West, Desoto County, Mississippi, more particularly described as follows:

Starting at a point in the East line of the Hudgins Road right of way, said point being the Southwest corner of the Tennissippi Industrial Park; thence South 0 degrees 38 minutes 30 seconds East along the East right of way line of Hudgins Road 412.33 feet to a point at the beginning of a curve to the left having a radius of 522.97 feet; thence along said curve and Easterly right of way line an arc distance of 308.16 feet; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way 209.96 feet to the true point of beginning; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way line 85 feet to a point at the beginning of a curve to the right having a radius of 632.97 feet; thence along said curve and Easterly right of way line an arc distance of 74.67 feet; thence South 55 degrees 22 minutes 50 seconds East 126.92 feet to a point in the North right of way line of State Line Road; thence along said North right of way line a distance of 9.74 feet; thence North 0 degrees 48 minutes 30 seconds East 200.00 feet; thence North 89 degrees 09 minutes 40 seconds West 208.00 feet to the true point of beginning.

EXHIBIT A

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EXHIBIT B

ADDITIONAL PROVISIONS OF ALL-INCLUSIVE DEED OF TRUST DATED JUNE 26, 1975, BY AND BETWEEN AMERICAN VILLAGES, INC., A CALIFORNIA CORPORATION, TRUSTOR, AND T.I.M., INC., A CALIFORNIA CORPORATION, BENEFICIARY

1. THIS DEED OF TRUST is an "All-Inclusive Deed of Trust" and is subject and subordinate to a deed of trust (referred to below as the "First Trust Deed"), dated July 31, 1974, previously recorded in the Official Records of DeSoto County, Mississippi, securing a note (referred to below as the "First Note") in the original principal amount of $2,775,000.00 naming PACIFIC MUTUAL LIFE INSURANCE COMPANY, as Beneficiary.

2. The Trustor shall pay to Beneficiary, in addition to the amount required by the All-Inclusive Note secured hereby, each tax and fire insurance premium impound amount, if any, required by the First Note, and the First Trust Deed. Such impound amount shall be payable to Beneficiary within fifteen (15) days after each notice of demand therefor.

3. So long as Trustor pays the monthly payments on the All-Inclusive Note and so long as Trustor is not in default hereunder or under the All-Inclusive Note, Beneficiary, or successor holders of the All-Inclusive Note secured hereby, shall pay when due each principal and/or interest installment (including fire insurance premium impound required under Paragraph 2 above) under the First Note, and the First Trust Deed, which becomes payable after the date of recording of this All-Inclusive Deed of Trust and continuing until this All-Inclusive Deed of Trust is reconveyed.

4. Should Beneficiary fail to pay, pursuant to Paragraph 3 above, any installment under such First Note,

Trustor may pay such installment directly to the holders of such Note, and the amount thereof shall be credited to the next following installments due under the All-Inclusive Note secured hereby.

5. The difference from time to time remaining between the unpaid principal balances under (i) the All-Inclusive Note secured hereby and (ii) the First Note, is hereinbelow referred to as the "Beneficiary's equity."

6. The provisions incorporated herein to the contrary notwithstanding, all condemnation awards, settlements in lieu thereof and fire insurance proceeds received and retained by the holder of the First Note shall be credited to the principal of the Note secured hereby.

7. Beneficiary hereby waives any right to obtain any deficiency judgment against Trustor in the event any action is initiated to enforce the lien of this All-Inclusive Deed of Trust against Trustor.

8. Should Trustor, or any successor in interest of Trustor, sell, convey, transfer, contract to sell or lease with option to purchase (all of which events are hereafter referred to as a "Transfer") said property or any material part thereof or any material interest (other than a security interest or lien) therein without first obtaining the written consent of Beneficiary hereof or if any of said parties shall be divested of title to said property or any material part thereof, or any material interest therein, either voluntarily or involuntarily, then Beneficiary shall have the right, at its option to declare all sums secured hereby forthwith due and payable; provided, however, that if the holders of all senior encumbrances on the Property consent to such transfer, the Beneficiary shall also consent without any acceleration.

9. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale or Foreclosure hereunder be mailed to it at its address hereinbefore set forth and agrees that for any statement regarding the obligations secured hereby, the Beneficiary may charge a reasonable amount permitted by law at the time of the request therefor.

10. These Additional Provisions of Deed of Trust, dated June 26, 1975, are hereby agreed to by Trustor and Beneficiary.

TRUSTOR:

AMERICAN VILLAGES, INC.
A California corporation

By _____
Hal Marcus, President

By _____
Inge Marcus, Secretary

BENEFICIARY:

T.I.M., INC.,
A California corporation

By _____
DANIEL HERSCHER, Asst. Secretary

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 July 1975, and that the same has been recorded in Book 187 Page 369 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of July 1975.

Fees $6.00 pd.

SEAL _____, CLERK

3.75

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 228
THIS 15 DAY OF Jan 19 76
CHANCERY CLERK

This instrument prepared by and return to:
Kriger, Harkavy, Shainberg & Kosten
81 Madison Building, Suite 600
Memphis, Tennessee 38103

This Indenture, made by and between Tod Brannen and wife, Kathleen Louise Brannen Memphis, Tennessee,

party of the first part; Mid South Title Company, Inc., party of the second part, as Trustee; and Nancy Doneen Lobianco Holland and husband Steven Bennett Holland

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 307, Section A, Desoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as per plat thereof in Plat Book 7, Pages 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 southeast line of Southbridge Circle a distance of 305.0 feet (produced) from the southwesterly line of MeadowbrookDrive; thence continuing southwestwardly along the southeasterly line of Southbridge Circle a distance of 65.0 feet to a point; thence southeastwardly a distance of 130.0 feet to a point; thence northeastwardly a distance of 65.0 feet to a point; thence northwestwardly a distance of 130.0 feet to the point of beginning.

*See Rider attached hereto and made a part hereof.

This conveyance is made in trust, however, to secure the payment of $ 3000.00, evidenced by the following promissory notes of even date herewith:

the terms of which are incorporated herein by reference with interest from date at the rate of four percent per annum on the unpaid balance until paid. Principal and interest in the amount of One Hundred Dollars ($100.00) per month until fully paid.

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 heroby 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 2nd day of June, 19 75.

Kathleen Louise Brannen

Tod Brannen

376

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

Tod Brannen and wife, Kathleen Louise Brannen

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 2nd day of June, 19 75

My Commission expires: My Commission Expires Jan. 24, 1977

Notary Public.

RIDER

ATTACHED TO DEED OF TRUST DATED JUNE 2,1975 EXECUTED BY TOD BRANNEN AND WIFE, KATHLEEN LOUISE BRANNEN TO MID-SOUTH TITLE COMPANY, INC. TRUSTEE

The property herein conveyed is encumbered by the lien of a deed of trust of record in Book 138, Page 570, Records of Desoto County, Mississippi to Delta Title Co., as Trustee for National Mortgage Company, 4041 Knight Arnold Road, Memphis, Tennessee

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this deed of trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at [illegible] o'clock [illegible] M. 1 day of [illegible], 1975, and that the same has been recorded in Book 217 Page [illegible] records of [illegible] of said County.

Witness my hand and seal this the 1 day of July, 1975.

Fees $ 3.50 pd.

[illegible] D.C.

3.11

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 188 Page 468
This the 1 day of Aug. 19 75
H. L. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 196 Page 652
This the 2 day of March 1976
H. L. Ferguson Clerk

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 27th day of June, 19 75 by and between

LARRY WAYNE MONCRIEF, a Single Person

, hereinafter called the Grantor;

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

Wortman and Mann, Inc. , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at P.O. Box 1571, Jackson, Mississippi , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Lot 955, 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.

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 coveant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineliegible for guaranty under the Servicemen Readjustment act within 30 days of 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;

Real Est T/D Book 362 Page 14 This the 14 day of April 1986
W. E. Ferguson D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK 2229 PAGE 681 THIS 3 DAY OF June 2005
W. E. Davis by W. Hyde D.C.

Re-record
Assignment of this Instrument Recorded in
Real est ate T/D Book
501 Page 432
This the 13th day of March 19 90
W. E. Davis Clerk
by D. Layton, D.C.

Trustmark National Bank
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 454 Page 240
This the 8 day of Nov 19 88
W. E. Davis by D.C. 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 Four Thousand, Nine Hundred Fifty Dollars ($ 34,950.00), with interest from date at the rate of seven &three-fourths per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Fifty & 60/100 Dollars ($ 250.60), commencing on the first day of 1st August, 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 July ,xx2005

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 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.

Larry Wayne Moncrief

Larry Wayne Moncrief, a single person

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me , the undersigned notary public in and for said County, the within named Larry Wayne Moncrief , who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 27th day of June , 19 75.

D B Bridgforth

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. 1 day of July 1975, and that the same has been
recorded in Book 187 Page 377 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of July 1975.
Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

5.00 pd

MISSISSIPPI-ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, NATIONAL BANK OF COMMERCE IN MEMPHIS, a Corporation of Memphis, Shelby County, Tennessee, hereby sells, assigns, transfers and sets over unto MOBILE FEDERAL SAVINGS AND LOAN ASSOCIATION, Mobile, Alabama, all its rights, title and interest in and to within Mortgagee, the following Deed of Trust made to said National Bank of Commerce in Memphis, Tennessee.: ASSIGNMENT of

NAME	NOTE DATED	REGISTER NUMBER	SUM OF
Marion Neal Daniel & wife Marilyn Payne Daniel	4/12/74	Bk. 173, Pg. 621	31,950
Jack B. Williamson & wife Paula M. Williamson	4/19/74	Bk. 174, Pg. 209	33,400
Wiley M. Arnold & wife Jackie S. Arnold	5/8/74	Bk. 175, Pg. 147	35,000

All above being recorded in the Register's Office of DeSoto County, Mississippi together with the notes, debts and claims secured by said Deeds of Trust and all moneys due or to become dur thereunder with the interest thereon.

SIGNED at Memphis, Tennessee this 30th day of June, 1975.

NATIONAL BANK OF COMMERCE IN MEMPHIS

By: William H. Diehl Real Estate Loan Officer
(Title)

ATTEST:
E. Broc Thoma, Secured Loan Officer
(Title)

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for the said County and State at Memphis, duly commissioned and qualified, personally appeared William H. Diehl and E. Broc Thoma, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively, the Real Estate Loan Officer (Title) and the Secured Loan Officer (Title) of NATIONAL BANK OF COMMERCE IN MEMPHIS, the assignor, a corporation; and that they, as such Real Estate Loan Officer (Title) and Secured Loan Officer (Title) being authorized so to do, executed and delivered the foregoing instrument for the purposes therin contained by the said William H. Diehl subscribing thereto to the name of the corporation, by himself as such Real Estate Loan Officer, and by the said E. Broc Thoma attesting thereto on the day and year therein mentioned.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 30th day of June, 1975.

Notary Public

My commission expires: June 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 5 minutes P M., 1 day of July, 1975, and that the same has been recorded in Book 187 Page 381 records of Real Estate of said County.

Witness my hand and seal this 2 day of July 1975.

2.50

H. R. Ferguson, CLERK

382

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from E.W. OSBORNE, JR. and wife, CARRIE ROCILLE OSBORNE, and JOE D. OSBORNE, unmarried to WILLIAM W. SIMMONS, III, Trustee, for the use and benefit of MEMPHIS BANK AND TRUST COMPANY of Memphis, Tennessee, dated August 27, 1973, and recorded in Book 165, page 440, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned MEMPHIS BANK AND TRUST COMPANY, as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

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

IN WITNESS WHEREOF, the said MEMPHIS BANK AND TRUST COMPANY, has hereunto ~~set~~ caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 30th day of June, 19 75.

Doris Mascari
ATTEST: ASSISTANT SECRETARY

MEMPHIS BANK AND TRUST COMPANY
William W. Simmons, III
Vice-President

~~STATE OF~~

COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named _____, 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 William W. Simmons, III and Doris Mascari, known to me to be the Vice-President and Assistant Secretary respectively of MEMPHIS BANK AND TRUST COMPANY, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of MEMPHIS BANK AND TRUST COMPANY, after being duly authorized so to do.

Given under my hand and seal this 30th day of June, 19 75.

My commission expires: August 3, 1977

James Clarke
Notary Public

NOTARY PUBLIC SHELBY COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

o A 2 July Real Estate
187 382
2 July

2.50 pd.

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 ALBERTINE-McCRORY BUILDERS, INC. ---------- for the benefit of National Mortgage Company ---------- which Deed of Trust is dated March 16 , 19 72, and recorded in Deed of Trust Book 139, Page 642 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 605, Revised Section "C", in Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as shown by the plat recorded in Plat Book 8, Pages 49-50 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

- - - -

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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 TREASURER COMPTROLLER (Title) 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.

GIVEN under my hand and Official Seal this, the 12th day of June, 1975.

(SEAL)

Helen Sigl
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 0 minutes P M. 1 day of July 1975 and that the same has been recorded in Book 187 Page 383 records of Real Estate of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 9th day of March 1978
Diego McIngvale
Sheriff

385

P. O. Box [illegible], D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

William D. Crenshaw

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 30th day of June 19 75
between William D. Crenshaw
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-five Thousand and no/100 ($25,000.00) Dollars evidenced by a promissory note of even date bearing interest at the rate of 8% per annum, being due and repayable on or before June 29, 1976.

and are further covenanted that the parts of the second part may dismiss the party of the first part herein from [illegible] 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 George 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 aforesaid products of every kind that [illegible] on hand, and all the crops now planted or to be planted by [illegible] and family or any hired [illegible] may cultivate or cause to be cultivated on lands [illegible] during [illegible]

An undivided one-half interest in and to
The West Half of Section 6, Township 2, Range 7
and all of the East Half of Section 1, Township 2,
Range 8, lying east of the right of way of Interstate
Highway 55, containing in the aggregate 512 acres,
more or less, subject to right of way of public roads,
and public utilities.

Further subject to an easement to Plum Point Water
Association, Inc. along the south side of the southwest
Quarter of Section 6, Township 2, Range 7 as of record
in Deed Book 80, page 311.

In the event of default of the indebtedness secured hereby
the Beneficiary or holder of said note shall fully exhaust
the security before commencing any legal action.

This deed of trust shall secure any renewals or extensions
of said indebtedness and future advancements not to exceed
$50,000.00.

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

Witness my signature the date written above.

William D. Crenshaw

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named William D. Crenshaw 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 30th day of June 19 75

(SEAL)

Rebecca Lilly
Notary Public

By

5-1-78

STATE OF MISSISSIPPI, DeSOTO COUNTY.

of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
0 minutes P M. 1 day of July 1975, and that the same has
187 385
been recorded in Book Page records of Real Estate
of said County.

Witness my hand and seal this the 2 day of July 1975.

2.50

H. P. Ferguson, CLERK

386

CANCELLED BY AUTHORITY RECORDED IN BOOK
219 PAGE 823
THIS 27 DAY OF Dec 19 77
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

CLARENCE PHILLIPS, ET UX

To { DEED OF TRUST
THE HERNANDO BANK

THIS INDENTURE, Made this 27th day of June 19 75
between CLARENCE PHILLIPS and wife, SALLIE PHILLIPS,
of the first part,
and THE HERNANDO BANK, of the second part,

WITNESSETH, That whereas, said part IES of the first part, being indebted to the said part Y of the second part in the sum of One Thousand, Nine Hundred Fifty-Six and 96/100 Dollars ($1,956.96), evidenced by one promissory note, being due and repayable in thirty-six (36) monthly installments of $54.36 each, the first installment due August 5, 1975, and one installment due monthly thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the ~~year~~ life of this Trust Deed not to exceed $1,000.00 and the parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the upon and~~ ~~[illegible]~~

Part of the Northwest Quarter of Section 9, Township 2, Range 8, described as BEGINNING at a point 330 feet east and 105 feet south of the Northwest corner of that certain 53.68 acre tract, more or less, conveyed by Fred S. Toombs to Frank Phillips by deed of record in Book 30, Page 111, in the office of the Chancery Clerk of said County (which point is the southeast corner of the 1/2 acre tract conveyed to Hassell Looney and wife by deed in Book 39, Page 152); thence west with the south line of the Looney tract 75-1/4 feet to a stake in the northeast corner of the tract conveyed to Jerry Battles and wife by deed in Book 48, Page 557; thence with the east and south line of the Battles tract south 71 feet to a stake; thence in a southwesterly direction following a contour of a terrace 92 feet to a stake; thence continuing in a southwesterly direction 66.5 feet to a stake; thence west 119 feet to a stake in the east line of the Earl Wilson 3-acre tract; thence south with the east line of the Wilson tract 207.5 feet to a stake; thence east parallel with the north line of said section 350 feet to a stake; thence in a northerly direction 350 feet to the point of beginning, containing 1-1/2 acres, more or less, and being part of the same land conveyed to Arthur Phillips by deed in Book 30, Page 111.

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.

First parties covenant and agree to maintain fire and extended coverage insurance on the dwelling house located on the above described land, with loss payable clause in favor of Second Party, as interest may appear, during the life of 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 ~~XXXX~~ as stated 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 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 a Trustee to act in his stead.

Witness our signatures the date written above.

Witness

Clarence Phillips

Sallie Phillips

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Clarence Phillips and wife, Sallie 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 27th day of June 19 75

(SEAL)

Sarah Bethune XXXX
Notary Public

My Commission Expires: 3-28-79

By 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
0 minutes P. M. 1 day of July 19 75 and that the same has
been recorded in Book 187 of said records.
Witness my hand and seal of said County, this 386 day of July 1975.
2
H. D. Ferguson
Real Estate

2.50

Penn. Mutual Life Ins Co.
Assignment of this Instrument Recorded in
Real Estate T/D Book
No 200 Page 565
This the 2 day of June 1976
D. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 189 Page 683
the 29 day of August 19 75
H. G. Ferguson Clerk

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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 25th day of June, 1975, by and between

James N. Burns, Jr. and wife, Tommye M. Burns

, hereinafter called the Grantor;

Max B. Ostner, Jr., hereinafter called the Trustee, and

James E. McGehee and Company, Inc., a corporation organized and existing under the laws of Tennessee, having its principal office and post-office address at 2200 Commerce Square, Memphis, Tenn., 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 18, 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.

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

IN TRUST, HOWEVER, to secure to James E. McGehee and Company, Inc. a corporation organized and existing under the laws of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Eight Hundred and no/100---------- Dollars ($ 30,800.00), 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 James E. McGehee and Company, Inc.

2200 Commerce Square in Memphis, Tennessee

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twenty and 84/100---------- Dollars ($ 220.84), commencing on the first day of August, 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 July 1, 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
1163 PAGE 601
THIS 8th DAY OF Nov, 1999.
W. E. Davis
CHANCERY CLERK
by: P. Starkey DC

Simmons Capital Title Holdings LLC
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
real estate T/D BOOK
NO. 999 PAGE 273
THIS THE 19 DAY OF May, 98
W E Davis
CHANCERY CLERK
Barbara Davis 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 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 their hand(s) the day and year herein first written above.

James N. Burns

Tommye M. Burns

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me, the undersigned AUTHORITY in and for the said County, the within named James N. Burns, Jr. and Tommye M. Burns, 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 June, 1975

My Commission Expires March 8, 1976

Barbara J. Crenshaw
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 5 minutes P. M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 387 records of Real Estate of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $ 5.00

H. P. Ferguson, CLERK

390

Re... filed and Cancel...
This 2nd day of March, 19 78
Georgia McIngvale
Trustee

Attest
[illegible]
Deputy Clerk By D.W. McKnight D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Barbara T. Crenshaw
Grantor

To { DEED OF TRUST

Security Bank of
Hernando, Beneficiary

THIS INDENTURE, Made this 30th day of June 19 75
between Barbara T. Crenshaw
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-five Thousand and no/100 ($25,000.00) evidenced by a promissory note of even date bearing interest at the rate of 8% per annum, being due and repayable on or before June 29, 1976.

and any default in payment of the debt or any part may at the option of the holder of this instrument during the year the same or any part thereof shall remain unpaid, become due and payable, 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 George 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 following described property, to-wit: [illegible] family or any bona fide tenant with or under [illegible] using as landlord or tenant or otherwise, during the year [illegible] on the premises [illegible] any cultivator or renter to the cultivation of land or furnish supplies [illegible] following implements of every kind and

An undivided one-half interest in and to
The West Half of Section 6, Township 2, Range 7
and all of the East Half of Section 1, Township 2,
Range 8, lying east of the right of way of Interstate
Highway 55, containing in the aggregate 512 acres,
more or less, subject to right of way of public roads
and public utilities.

Further subject to an easement to Plum Point Water
Association, Inc. along the south side of the southwest
Quarter of Section 6, Township 2, Range 7 as of record
in Deed Book 80, page 311.

In the event of default of the indebtedness secured hereby
the Beneficiary or holder of said note shall fully exhaust
the security before commencing any legal action.

This deed of trust shall secure any renewals or extensions
of said indebtedness and future advancements not to exceed
$50,000.00.

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

Witness my signature the date written above. Barbara T. Crenshaw

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Barbara T. Crenshaw 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 30th day of June 19 75

(SEAL) Rebecca Lee XXX
By Notary Public XXX

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
0 minutes P. M. 1 day of July 1975 and that the same has
been recorded in Book 187 Page 390 records of
of said County.

Witness my hand and seal of office this 2 day of July 1975.

Fees 2.50

H. H. Ferguson

Memorandum of Participation agreement

Assignment of this Instrument Recorded in Real Estate T D Book No. 197 Page 390 This the 19 day of December 19 76 B. B. Ferguson

Assignment of this Instrument Recorded in Real Estate T D Book No. 197 Page 247 This the 16 day of March 19 76

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DEED OF TRUST

THIS INDENTURE, this day made and entered into between MURPHY INNS, INC., a Mississippi corporation, of the first part, hereinafter designated as the Grantor, William H. Austin, Trustee, of the second part, hereinafter designated as Trustee, and the FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, of the third part, hereinafter designated as Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the sum of SEVEN HUNDRED THOUSAND DOLLARS ($700,000.00), or so much thereof as shall have been advanced from time to time by the said FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, evidenced by a promissory note of even date herewith in favor of the beneficiary with interest thereon at the rate of fifteen per cent (15%) per annum on all amounts advanced after date until paid with the entire principal sum and accrued interest to be due and payable on or before the 1st day of May, 1976.

PROVIDED, HOWEVER, that in the event JACKSON SAVINGS & LOAN ASSOCIATION, Jackson, Mississippi, shall purchase this note from the FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, then and in that event, instead of paying said principal sum on or before the 1st day of May, 1976, the maker hereof shall pay and hereby promises to pay unto the said JACKSON SAVINGS & LOAN ASSOCIATION, the principal sum of SEVEN HUNDRED THOUSAND DOLLARS ($700,000.00), in lawful money of the United States of America, with interest on the unpaid principal from date of such purchase at the rate of 10.85% per annum until paid, payable monthly as follows:

Interest only at the rate aforesaid on the principal sum outstanding shall be due and payable on the first day of the month next following the date of such purchase of this note. On the first day of the second month next following such purchase of this note, a payment shall be made in the sum of SIX THOUSAND, SEVEN HUNDRED EIGHTY FIVE AND 02/100 DOLLARS ($6,785.02) and a like payment on the 1st day of each succeeding month for a total of three hundred (300) monthly payments, including the initial payment, the entire balance of principal and interest to become due and payable on the 1st day of the 300th month, counting the month in which the initial payment was due as the 1st month, but in any event the unpaid balance of principal remaining and accrued interest shall be due and payable on the 1st day of May, 2001.

Provided, however, if at the time of purchase of this note by JACKSON SAVINGS & LOAN ASSOCIATION, a principal sum less than SEVEN HUNDRED THOUSAND DOLLARS ($700,000.00), shall have been advanced, then, and in that event, the monthly installments of principal and interest payable herein shall be in such an amount that will fully amortize the entire indebtedness over said period of 300 consecutive monthly installments commencing as provided herein.

The aforesaid monthly payments are to be applied first to interest then due on the outstanding balance of principal, and the balance of each monthly installment shall be credited on the principal.

Appointment of Successor Trustee of this Instrument Recorded in Real Estate Book No. 201 Page 275 This the 18 day of June 76 W. B. Ferguson Clerk

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After purchase of above referenced note by JACKSON SAVINGS & LOAN ASSOCIATION, such principal and interest thereon shall be payable at the office of JACKSON SAVINGS & LOAN ASSOCIATION, 501 East Capitol Street, Jackson, Mississippi, or such other place as the holder thereof may from time to time designate in writing.

WHEREAS, the said Grantor desires to secure the prompt payment of the aforesaid note and the indebtedness evidenced thereby, as well as any extensions or renewals 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 may now or hereafter owe the beneficiary or holder thereof, 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 Desoto County, State of Mississippi, and more particularly described as follows, to-wit:

TRACT I

Being a part of the Northeast Quarter of Section 18, Township 3, Range 7 West, in the Town of Hernando, DeSoto County, Mississippi, and being more particularly described as follows: Beginning at a point in the North line of Holly Springs Street 390.38 feet East of the East line of Interstate Highway No. 55; thence South 85 degrees 15 minutes 00 seconds West along the North line of Holly Springs Street a distance of 205.38 feet to a point; thence North 16 degrees 24 minutes 00 seconds West a distance of 175.00 feet to a point; thence South 85 degrees 15 minutes 00 seconds West a distance of 207.60 feet to a point, said point being 40.0 feet northeastwardly of the east right of way line of Interstate Highway No. 55 as measured perpendicular to said right of way line; thence North 36 degrees 11 minutes 59 seconds West and parallel to the east right of way line of Interstate Highway No. 55 a distance of 27.02 feet to a point in the center of a ditch; thence northeastwardly along the center of the ditch on a bearing of North 26 degrees 53 minutes 18 seconds East a distance of 17.33 feet to a point; thence North 43 degrees 21 minutes 09 seconds East a distance of 83.39 feet to a point; thence North 40 degrees 30 minutes 01 seconds East a distance of 83.47 feet to a point; thence North 43 degrees 22 minutes 37 seconds East a distance of 62.17 feet to a point; thence North 61 degrees 55 minutes 20 seconds East a distance of 31.58 feet to a point; thence North 45 degrees 21 minutes 05 seconds East a distance of 48.72 feet to a point; thence North 60 degrees 35 minutes 31 seconds East a distance of 63.61 feet to a point; thence North 39 degrees 18 minutes 03 seconds East a distance of 84.17 feet to a point; thence North 75 degrees 21 minutes 59 seconds East a distance of 59.98 feet to a point; thence South 89 degrees 24 minutes 46 seconds East a distance of 112.97 feet to a point, thence

leaving the center of the ditch on a bearing of South 5 degrees 50 minutes 05 seconds West a distance of 320.79 feet to a point; thence South 88 degrees 37 minutes 35 seconds West a distance of 20.04 feet to a point; thence South 8 degrees 00 minutes 22 seconds East a distance of 181.87 feet to the point of beginning, containing 3.426 acres, more or less.

TRACT II

Being a part of the Northeast Quarter of Section 18, Township 3, Range 7 West in the Town of Hernando, DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the north line of Holly Springs Street 46.89 feet East of the intersection of the North line of Holly Springs Street and the East right of way line of Interstate Highway No. 55; thence North 36 degrees 11 minutes 59 seconds West and parallel to the East right of way line of Interstate Highway No. 55 at a perpendicular distance of 40.0 feet to said right of way line a distance of 200.91 feet to a point; thence North 85 degrees 15 minutes 00 seconds East a distance of 207.60 feet to a point; thence South 16 degrees 24 minutes 00 seconds East a distance of 175.00 feet to a point in the North line of Holly Springs Street; thence South 85 degrees 15 minutes 00 seconds West along the North line of Holly Springs Street a distance of 138.11 feet to the point of beginning. The above described property contains 0.680 acres.

TRACT III

Being a part of the Northeast Quarter of Section 18, Township 3, Range 7 West in the Town of Hernando, DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at the point of intersection of the North line of Holly Springs Street and the East right of way line of Interstate Highway No. 55; thence North 36 degrees 11 minutes 59 seconds West along the East right of way line of Interstate Highway No. 55 a distance of 250.91 feet to a point; thence North 53 degrees 48 minutes 01 seconds East a distance of 40.00 feet to a point; thence South 36 degrees 11 minutes 59 seconds East a distance of 275.37 feet to a point in the North line of Holly Springs Street; thence South 85 degrees 15 minutes 00 seconds West along the North line of Holly Springs Street a distance of 46.89 feet to the point of beginning. The above describes a 40.0 feet wide right of way along the East line of Interstate Highway No. 55 that contains 0.242 acres.

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TRACT IV

Being part of the North Half of Section 10, Township 3, Range 7 West, and being more particularly described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of Section 10, Township 3, Range 7 West, thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 88 degrees 12 minutes 03 seconds West a distance of 1321.16 feet to a point; thence South 0 degrees 41 minutes 39 seconds East a distance of 1320.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 1332.29 feet to a point; thence North 1 degree 10 minutes 38 seconds West a distance of 1082.48 feet to a point; thence North 88 degrees 49 minutes 22 seconds East a distance of 1290.37 feet to a point; thence South 24 degrees 15 minutes 53 seconds East a distance of 231.54 feet to a point; thence North 87 degrees 57 minutes 16 seconds East a distance of 360.15 feet to a point; thence North 2 degrees 15 minutes 55 seconds East a distance of 792.51 feet to a point; thence North 20 degrees 00 minutes 24 seconds West a distance of 66.73 feet to a point; thence South 83 degrees 35 minutes 45 seconds West a distance of 95.34 feet to a point; thence North 5 degrees 42 minutes 50 seconds West a distance of 103.06 feet to a point; thence North 31 degrees 30 minutes 00 seconds West a distance of 33.63 feet to a point; thence North 71 degrees 22 minutes 26 seconds West a distance of 137.55 feet to a point; thence North 0 degrees 20 minutes 05 seconds East a distance of 731.02 feet to a point in the North line of Section 10; thence South 89 degrees 25 minutes 19 seconds West along the North line of Section 10 a distance of 1531.20 feet to the point of beginning; containing 100.70 acres; and being part of the same land conveyed to John L. Vaiden by deed appearing of record in warranty book 40, page 448, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being part of the same land acquired by Grantor herein under the will of John L. Vaiden, Deceased, appearing of record in Will Book 8, Page 421, in the office of said Clerk; and being all of the land owned by Grantor herein in Section 10, Township 3, Range 7, DeSoto County, Mississippi. However, there is reserved to Grantor an easement for ingress and egress in a part of the aforesaid land described as follows, said easement inuring also to the benefit of Katherine Clay Vaiden.

Beginning at the Northwest corner of the Northeast Quarter of Section 10, Township 3, Range 7 West, thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 8 degrees 31 minutes 57 seconds West a distance of 237.15 feet to a point; thence South 1 degrees 10 minutes 38 seconds East a distance of 756.38 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 40.00 feet to a point; thence North 1 degree 10 minutes 38 seconds West

a distance of 752.52 feet to a point; thence North 8 degrees 31 minutes 57 seconds East a distance bf 237.06 feet to a point; thence North 0 degrees 55 minutes 03 seconds West a distance of 1329.09 feet to a point in the North line of Section 10, thence South 89 degrees 25 minutes 19 seconds West along the North line of Section 10 a distance of 40.00 feet to the point of beginning; the same being a 40 foot right of way easement and consisting of 2.13 acres.

However, there is excepted from the lien created by this Trust Deed a portion of said aforedescribed property, the excepted portion being described as follows: Beginning at a point in the North line of Section 10, 1531.20 feet East of the Northwest corner of the Northeast Quarter of Section 10, thence South 0 degrees 20 minutes 05 seconds West a distance of 436 feet to a point; thence South 89 degrees 25 minutes 19 seconds West a distance of 200 feet to a point; thence North 0 degrees 20 minutes 05 seconds East a distance of 436 feet to a point in the North line of Section 10; thence North 89 degrees 25 minutes 19 seconds East along the North line of Section 10 a distance of 200 feet to the point of beginning, containing 2.00 acres and being Parcel I on the survey of Allen G. Cox & Associates.

Also excepted from the lien created by this Trust Deed is a portion shown on said survey as Parcel III described as follows: Starting at the Northwest corner of the Northeast Quarter of Section 10, Township 3, Range 7 West; thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 989.70 feet to the point of beginning; thence South 1 degree 10 minutes 38 seconds East a distance of 329.96 feet to a point; thence South 88 degrees 11 minutes 35 seconds West a distance of 1332.29 feet to a point; thence North 0 degrees 41 minutes 39 seconds West a distance of 330.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 1329.51 feet to the point of beginning, and containing 10.08 acres.

Also excepted from the lien created by this Trust Deed is a portion shown on said survey in Parcel IV described as follows: And also: Part of the North Half of Section 10, Township 3, Range 7 West and being more particularly described as follows: Starting at the Northwest corner of the Northeast Quarter of Section 10, Township 3, Range 7 West; thence South 0 degrees 55 minutes 03 seconds East a distance of 1326.00 feet to a point; thence South 1 degree 10 minutes 38 seconds East a distance of 659.74 feet to the point of beginning; thence South 1 degree 10 minutes 38 seconds East a distance of 329.96 feet to a point; thence South 88 degrees 11 minutes 35 seconds West a distance of 1329.51 feet to a point; thence North 0 degrees 41 minutes 39 seconds West a distance of 330.00 feet to a point; thence North 88 degrees 11 minutes 35 seconds East a distance of 1326.73 feet to the point of beginning. The above described property consists of 10.06 acres.

As to Tracts 2,3&4 this Deed of Trust is second and subordinate to the first mortgage lien or liens on said Tracts 2,3 & 4.

Together with all the hereditaments and appurtenances thereunto appertaining.

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In consideration of the premises it is further agreed and sitpulated between the parties hereto as follows:

1. Grantor will keep all taxes and assessments upon said premises and property fully paid.

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 subidvision 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 12% per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.

6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of grantor which Grantor has failed to discharge shall, with interest at twelve (12) percent 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 percent (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. The Grantor does covenant with said Beneficiary as follows: (1) That he is lawfully seized of said premises in fee simple; (2) that he has a good right to convey the same; (3) that the same are free from all liens and encumbrances; (4) that the said Beneficiary shall quietly enjoy and possess the same; and that the Grantor will Warrant and Defend the title to the same against all lawful claims.

11. And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Deed of Trust, of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured by mortgage or deed of trust for State or local purposes, or the manner of the collection of any such taxes, so as to affect this deed of trust, the whole of the principal sum secured by this deed of trust, together with the interest due thereon, shall, at the option of the said Beneficiary, without notice, become immediately due and payable, but only if Grantor fails to pay such taxes or satisfy said lien within 60 days of the imposition thereof.

12. As additional consideration for the money this day borrowed by Grantor and to more fully provide security for its repayment, Grantor hereby agrees to forward with each installment of principal and interest one-twelfth of the amount which, in the estimation of Beneficiary, will be needed to pay taxes, insurance premiums, special assessments and any other charges on the real estate which will become due and payable during the ensuing year. Beneficiary will not pay the Grantor interest with respect to the funds held for this purpose nor will the Grantor compensate Beneficiary for the services rendered in the timely paying of such taxes. Grantor covenants that it will promptly advance such sum as may be needed to pay any billing for the aforesaid taxes, assessments or charges due within the current year, or if Beneficiary has made a monthly assessment for such billing, to immediately advance funds to Beneficiary to make up any deficiency between the funds previously collected by Beneficiary and such billing. Beneficiary may from time to time at its option waive and after such waiver reinstate any or all provisions hereof requiring the aforesaid payments, by notice to Grantor in writing. While any such waiver is in effect, Grantor shall pay taxes, assessments and insurance premiums as herein provided.

13. It is agreed that if any part of said premises is of a nature so that the security interest therein can be perfected under the Uniform Commercial Code, as adopted and in effect from time to time in Mississippi, this instrument shall constitute a Security Agreement and Grantor agrees to join with the Beneficiary in the execution of any financing statement and to execute any other instruments that may be required for the perfection or renewal of such security interest under said Uniform Commercial Code.

14. The proceeds of any award or claim for damages, direct or consequential, which Grantor is otherwise entitled to receive, in connection with any condemnation of or injury to the property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary for the reduction of the indebtedness secured hereby, provided, that if Grantor is not in default under this Deed of Trust, then such proceeds, if Grantor so elects, shall be used for rebuilding as necessary to preserve the continued lease obligations of any tenant or lessee affected by such condemnation or conveyance in lieu of condemnation.

15. That as additional and collateral security for the payment of the indebtedness, Grantor hereby assigns to Beneficiary all of the rents, royalties, rights and benefits accruing under all oil, gas or mineral leases on said property, or which may hereafter be placed thereon, including all water and riparian rights, and the lessee or assignee or sublessee is hereby directed upon production by the holder of the indebtedness secured hereby of a certified copy therof, to pay said rents, royalties, rights and benefits to the Grantor's default in condition or term of this Deed of Trust or the indebtedness hereby secured, such direction to terminate and become null and void upon payment of the indebtedness hereby secured. Any amount received by Beneficiary under this provision shall be applied to the reduction of indebtedness secured hereby.

16. As further security for the indebtedness secured hereby Grantor has assigned, coincident herewith, or, and may hereafter assign to Beneficiary a certain Franchise Agreement of all or of portions of the property herein described. Grantor covenants and agrees to perform promptly each and every covenant and agreement of any such Franchise Agreement that is to be kept or performed by the Grantor and agrees that any violation on Grantor's part of any covenant or agreement in any such Franchise Agreement or in the assignment of said Franchise Agreement that is to be kept or performed by Grantor or any violation on assignor's part of any agreement by assignor set out in any such agreement of any such Franchise Agreement shall constitute a breach of this deed of trust and thereupon Beneficiary may, at its option, without notice, declare the entire indebtedness secured hereby immediately due and payable. Grantor agrees that it will advise Beneficiary promptly of the execution hereafter of any Franchise Agreement of any part of the property herein described and further agrees that, upon Beneficiary's written request, it will submit to Beneficiary for examination and approval, any such Franchise Agreement and, if Beneficiary so requests, Grantor will assign such Franchise Agreement to Beneficiary (in form acceptable to Beneficiary) as additional security for the indebtedness secured hereby; and it is agreed that the provisions of this deed of trust with regard to Grantor's obligations and Beneficiary's rights with respect to Franshice Agreement and assignments of the same

shall apply to all such additional Franchise Agreements and/or leases and assignments thereof. Beneficiary may, at its option, perform any covenant or provision of any such Franchise Agreement or lease for and on behalf of Grantor and at Grantor's expense and any amount advanced for this purpose to bear interest at the same rate as the rate for other advances, shall be secured by this deed of trust and shall be payable upon demand. Such performance on behalf of Grantor may be made either before or after default of Grantor, at the option of Beneficiary. Proceeds from hazard insurance shall be released by Beneficiary, upon the written request of the Grantor or the Franchisee, for use for repair or restoration, if and to the extent required by any such Franchise Agreement or lease.

17. Beneficiary further reserves the right to assess Grantor a reasonable fee for any services rendered in connection with the debt or property held as security for its repayment, including but not be limited to modification of any documents, collection efforts regarding mortgage payments, costs of exercising assignment of Franchise Agreement, as well as record-keeping costs resulting therefrom and attorney's fees and court costs in connection with foreclosure proceedings under deed of trust. Said sum shall, on notice to Grantor, become immediately due and payable to Beneficiary. In default to said payment, such fee shall be added to the outstanding principal balance bearing the same interest being charged said balance.

18. Grantor hereby agrees not to transfer or assign any duties required of it under the terms of this deed of trust or any interest in said premises without obtaining prior written consent of the beneficiary; such consent shall not be unreasonably withheld.

19. In case any one or more of the covenants, agreements, terms or provisions contained herein or in the indebtedness secured hereby shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions shall in no way be affected, prejudiced or disturbed thereby.

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 installment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable, without notice and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three

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consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Courthouse 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.

Grantor covenants that it will deliver to Beneficiary, within 90 days after the end of the fiscal year of Grantor, an annual financial and operating statement covering the property herein described only, in such detail as may be required by Beneficiary and duly verified by an accounting procedure acceptable to Beneficiary.

Notwithstanding anything to the contrary contained in this deed of trust or in the note secured hereby or in any other instrument securing the loan evidenced by said note, Beneficiary may at its option, declare the entire indebtedness secured hereby and all interest thereon and all advances made by Beneficiary hereunder, immediately due and payable in the event of a breach by Grantor of any covenant, contained in this deed of trust, the Note secured hereby or in that certain Construction Loan Agreement between Grantor and Beneficiary dated June 18, 1976, which said Construction Loan Agreement is by reference thereto, herein incorporated as though set forth in full, and in the event of any conflict between the terms of this deed of trust and the terms of said Construction Loan Agreement, the terms of said Construction Loan Agreement shall prevail.

Grantor covenants and agrees that in the event Grantor shall fail to complete the construction and financing of the improvements to be erected upon the mortgaged premises in accordance with plans and specifications submitted to JACKSON SAVINGS & LOAN ASSOCIATION on or before May 1, 1976, or if work on said construction shall cease before completion and said work shall remain abandoned for a period of 30 days or if this Deed of Trust and the note secured hereby have not been purchased by JACKSON SAVINGS & LOAN ASSOCIATION on or before May 1, 1976, then and in either event the entire principal sum that has been disbursed by Beneficiary on account of the Note secured by this Deed of Trust, less any amount that may have been repaid by Grantor, shall then become due and payable, with all accrued interest thereon, at the option of Beneficiary.

The provision contained in this paragraph and the immediately preceeding two paragraphs shall become null and void upon the sale, transfer or assignment of this Deed of Trust (without recourse) by Beneficiary to JACKSON SAVINGS & LOAN ASSOCIATION, but until this Deed of Trust shall have been sold, transferred or assigned to JACKSON SAVINGS & LOAN ASSOCIATION, the provisions of this paragraph and the immediately preceeding two paragraphs shall be in full force and effect, and shall prevail over any other provisions contained in this Deed of Trust in the event of default.

Whenever the singular or plural number is used herein, it shall equally include the other, and every mention hereof of "Grantor" or "Beneficiary", shall include the heirs, executors, administrators, successors and assigns of the party so designated.

G. Graham Walker, Jr. and James L. Murphy join herein and do hereby convey and warrant unto the aforesaid Trustee all of their right, title and interest in and to that certain property described in Tracts 2 and 3 herein, and for the aforesaid consideration James L. Murphy does hereby convey and warrant all of his right, title and interest in and to that certain property described in Tract 4 herein.

And now comes James L. Murphy and wife, Mrs. James L. Murphy, and Tommy L. Gilliand and wife, Mrs. Tommy L. Gilliand, who join herein for the purpose of individually guaranteeing the indebtedness secured hereby in their respective interests as per that certain Promissory Note of even date.

IN TESTIMONY WHEREOF, witness our signatures on this the 1st day of July, 1975.

MURPHY INNS, INC.

BY: James L. Murphy
President

James L. Murphy
JAMES L. MURPHY, Individually

Mrs. James L. Murphy
MRS. JAMES L. MURPHY

Tommy L. Gilliand
TOMMY L. GILLIAND

Mrs. Tommy L. Gilliand
MRS. TOMMY L. GILLIAND

G. Graham Walker, Jr.
G. GRAHAM WALKER, JR.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, James L. Murphy, who acknowledged that he is the President of MURPHY INNS, INC., a Mississippi corporation, and that he signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned for and on behalf of said corporation, being first authorized so to do in the premises.

GIVEN under my hand and official seal on this the 1st day of July, 1975.

Britt D. M. Wolcott
NOTARY PUBLIC

My Commission Expires:
Jan 24, 1979

402

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, James L. Murphy and wife, Mrs. James L. Murphy, who 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 on this the 1st day of July, 1975.

Betty N. McIntosh
NOTARY PUBLIC

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Tommy L. Gilliand and wife, Mrs. Tommy L. Gilliand, who 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 on this the 1st day of July, 1975.

Betty N. McIntosh
NOTARY PUBLIC

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, G. Graham Walker, Jr., who 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 on this the 1st day of July, 1975.

Betty N. McIntosh
NOTARY PUBLIC

My Commission Expires:
Jan. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 50 minutes P M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 391 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.

Fees $ 14.00 pd.

SEAL H. D. 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 FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, the beneficiary, does hereby certify that a certain trust deed bearing date the 13th day of June, 1975, made and executed by JAMES L. MURPHY 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. 186 on page 581 of the Record of Trust Deeds, on the 17th day of June, A. D. 1975, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FIRST NATIONAL BANK
Hernando, Mississippi

By Jack W. Ussery
Jack W. Ussery, 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, JACK W. USSERY, the President of FIRST NATIONAL BANK, Hernando, Mississippi, 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 1st day of July, A. D. 1975.

(SEAL)

Patt H. Mitchell
NOTARY PUBLIC

My Commission Expires: 1-24-79

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 403 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

407

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, HERNANDO, MISSISSIPPI, the beneficiary, does hereby certify that a certain trust deed bearing date the 13th day of June, 1975, made and executed by MURPHY INNS, INC., A Mississippi Corporation 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. 186 on page 575 of the Record of Trust Deeds, on the 17th day of June, A. D. 1975, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FIRST NATIONAL BANK
Hernando, Mississippi

By Jack W. Ussery
Jack W. Ussery, 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, JACK W. USSERY, the President of FIRST NATIONAL BANK, Hernando, Mississippi, 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 1st day of July, A. D. 1975.

(SEAL)

Betty H. McCulloch
NOTARY PUBLIC

My Commission Expires: 1-24-79

LAWRENCE-GILLESPIE 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 404 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

405

CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 779
THIS 28 DAY OF Dec 19 77
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 William L. Speck and wife, Charlotte Speck

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, Miss. 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 Hundred, Sixty Two and 48/100 -- - - -- DOLLARS

($ 2,262.48) 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 maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

24 monthly installments of $94.27 each; the first of said installments to become due and payable on or before the 5th day of August, 1975, with one installment to become due and payable 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 10% from maturity.

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 213, in Section A, Lake O'The Hills Subdivision as shown by the Plat recorded in Plat Book 2, Pages 29-33 in the office of the Chancery Clerk of DeSoto County, Miss. in Section 19, Township 3, Range 9.

This trust deed is second and inferior to that certain Deed of Trust executed by Dr. Robert K. Goodman in favor of William H. Porter and wife, Gladys A. Porter dated May 14, 1971 and recorded in Book 128, Page 313 in the office of The Chancery Clerk of DeSoto County, Ms.

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 sattafy 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 1st day of July 1975

William L. Speck

Charlotte Speck

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 William L. Speck, Jr. and wife, Charlotte Speck 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 1st day of July 1975

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

Elois M. Barker
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 2 day of July 1975, and that the same has been recorded in Book 189 Page 405 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.

5.00 pd.

H. G. Ferguson, Clerk

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Assignment of this Instrument Recorded in Real Estate T10 Book No. 203 Page 851 This the 17 day of Sept. 1976
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T10 Book No. 204 Page 150 This the 21 day of Sept. 1976
H. D. Ferguson, Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 133 THIS 25 DAY OF Jan. 1979
H. D. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Charles Martin Patrick

To { DEED OF TRUST

Gerald Glenn Earnest, etux
W.I. La Rue

THIS INDENTURE, Made this 30th day of June 19 75
between Charles Martin Patrick
of the first part,
and Gerald Glenn Earnest and wife, Sherry D. Earnest & W.I. La Rue
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 Four Thousand Five Hundred Seventy-One Dollars & 58/100 ($4,571.58) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 5 equal annual installments of $914.32 plus accrued interest, first of said installments shall be due July 1, 1976 and one installment due each succeeding year thereafter until paid in full

~~and may further provide that the party of the second 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 party of the first part paid by George S. McIngvale Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now be 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 north half of the southeast quarter of Section 30, Township 3, Range 9 West, DeSoto County, Mississippi, described as beginning at a point in the north line of the said northeast quarter, said point being 1,326.0 feet west of the northwest corner of said southeast quarter; thence east along the north line of said southeast quarter 331.5 feet to an iron pin; thence at an interior angle of 86 degrees 34 minutes south 1,320 feet to a point in the north line of Kokoreef Drive; thence at an interior angle of 93 degrees 26 minutes west 331.5 feet to a point; thence at an interior angle of 86 degrees 34 minutes north 1,320 feet 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 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 a certain deed of trust recorded in Trust Deed Book 168, page 310 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The 1st $750.00 plus 8% interest out of the first payment will be made to W.I. La Rue for his Real Estate Commission.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before 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 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, 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

Charles Martin Patrick

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Charles Martin Patrick

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 30th day of June 19 75

(SEAL)

Notary Public

My Commission Expires:
Commission Expires Sept. 12, 1976

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 05 minutes P M. 1 day of July 1975, and that the same has been recorded in Book 187 Page 408 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 197 Page 630 This the 26 day of March 1976.

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 188 Page 252 This the 25 day of July 1975

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CANCELLED BY AUTHORITY RECORDED IN BOOK 272 PAGE 732 THIS 18 DAY OF July 19 86

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of June, 1975, among the Grantor, --------CHARLES DALE GLENN and wife, DIANE L. GLENN---------- ---------- (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 978, Section "E" Greenbrook, 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 improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Four Thousand One Hundred 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 -----July 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 regulation of the condominium project and constituent documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charles Dale Glenn
Charles Dale Glenn —Borrower

Diane L. Glenn
Diane L. Glenn —Borrower

2549 Valley Springs Drive
Property Address
Southaven, Mississippi

STATE OF MISSISSIPPI, ----------DeSoto---------- COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ---Charles Dale Glenn and wife, Diane L. Glenn---------- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of June A.D., 1975

O B Brady 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 0 minutes A M. 2 day of July 1975, and that the same has been recorded in Book 181 Page 409 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.
Fees $ 8.00 pd.
SEAL H. D. Ferguson, CLERK

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

Clerk

5:00 pd

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CANCELLED BY AUTHORITY RECORDED IN BOOK 222 PAGE 359
THIS 7 DAY OF Mar 1978
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

E. Eugene McKnatt and Wife, Rozan M. McKnatt TO BANK OF MISSISSIPPI

In consideration of $10, in hand paid convey and warrant to trustee, the following described property in DeSoto County, State of Mississippi, 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 is also the Northwest Corner of Mrs. Edna Kirk's lot as shown by deed of record in Book 40, Page 369; thence South 42dg 04' East parallel with Church Street a distance of 100 feet to a stake; thence North 52 dg 10' East a distance of 25 feet to a stake; thence South 42 dg 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 52dg 10' West a distance of approximately 88 feet to center of Highland Street; thence along the center of Highland Street South 83dg 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.

This is the first lien on the above described property except

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:

($ 3,539.88) Thirty Five Hundred Thirty Nine and 88/100--- Dollars due July 5 19 78

( ) Dollars due 19

( ) Dollars due 19

Bearing interest at the rate of 10 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 suits 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 11th day of April 1975 and recorded in Book 185 page 79 deeds and records DeSoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness our signatures, this the 23 day of June 19 75

E Eugene McKnatt

Rozan M. McKnatt

STATE OF MISSISSIPPI
County of DeSoto } Personally appeared before me A Notary Public

in and for said county and state, the above named E. Eugene McKnatt and Rozan M. McKnatt and who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 23rd day of June, 19 75

My commission expires November 6, 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock A. M. minutes 2 day of July 1975, and that the same has been recorded in Book 187 Page 413 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand & seal this the 2 day of July 1975.

Fee $ 3.00

H. D. Ferguson Clerk.

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MS 201875
Hughes
Bartholomew

Douglas W. Shaw (original)
(present)

AT-301 A-ST
Rev. 10-9-70

Mtgr. Delta Realty Co. Inc.

FNMA NO. 1-23-000281-0

~~BHA NO.~~

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 Douglas W. Shaw and wife, Jeanne Shaw, and C. B. Henley, Trustee, and Bailey Mortgage Company, Beneficiary, dated June 11, 1973 and recorded June 12, 1973 in Book 160, Page 627 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 dated June 19, 1973 and recorded June 20, 1973 in Book 161, Page 295.

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 GRACE G. McKAY its duly authorized Assistant Vice President, this 18th day of June, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

BY: Grace G. McKay

Grace G. McKay
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 GRACE G. McKAY, 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 June, 1975.

Kate W. Ethridge
Notary Public, Georgia at Large
My Commission Expires: 8-2-76
(SEAL)

NOTARY PUBLIC STATE OF G

BMC 350

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
0 minutes A M. 2 day of July 1975, and that the same has been
recorded in Book 187 Page 414 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 2 day of July 1975.
Fees $ 2.50 pd.
H. G. 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 Olive Branch

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 10 day of Jan. 19 69, made and executed by Earnest Saulsberry and Bobbie Jean Saulsberry of DeSoto County to Bank of Olive Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 106 on page 614 of the Record of Trust Deeds, on the 13 day of Jan. A. D. 19 69 is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi (formerly Bank of Olive Branch

B. Lowdermilk

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 L. Lowdermilk 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 26th day of June A. D. 19 75

A Notary Public

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 8/5-44

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A M. 2 day of July 1975, and that the same has been recorded in Book 181 Page 405 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

416

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 (formerly Bank of Olive Branch) of Olive Branch, Miss, the beneficiary, does hereby certify that a certain trust deed bearing date the 14 day of Sept. 19 68, made and executed by Cully Rikard, Mrs. Anne R. Rikard and Gerald C. Rikard of DeSoto County, to Bank of Olive Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 104 on page 254 of the Record of Trust Deeds, on the 16 day of Sept., 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

Bettie Lowdermilk

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, Bettie Lowdermilk who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 23rd day of June A. D. 1975

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 2 day of July 1975, and that the same has been recorded in Book 187 Page 416 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.

Fees 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
357 PAGE 420
THIS 30 DAY OF Jan. 19 86
H. B. Ferguson
CHANCERY CLERK by H.B.

417

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Ossie Boddie, Gifton Reed, Leroy Martin, and U. S. White, Trustees of New Prospect Baptist Church

of the first part, hereinafter designated as the Grantor,

Winn Davis Brown, 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 Twenty-One Thousand Three Hundred DOLLARS ($ 21,300.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10.5 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: $21,300.00 to be repaid in installments over a period of 84 months from the date of its execution in 83 installments of $253.57 and a final installment of $253.69.

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:

One square acre in the northwest corner of Section 28, Township 1, Range 8 West, and being the same land conveyed by A. C. Lane to Trustees of New Prospect Baptist Church by deed recorded in Book X, Page 572.

This is a first and prior lien on the above described land. A failure to pay said installments when due shall cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder and owner of said note.

This Trust Deed is signed by the undersigned Trustees and Deacons of said Church pursuant to the resolution adopted by the congregation thereof authorizing the same.

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 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 16th day of June 1975

Gifton Reed U S White

Leroy Martin Ossie Boddie Sr

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 Ossie Boddie, Gifton Reed, Leroy Martin, and U. S. White, Trustees of New Prospect Baptist Church 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 16th day of June 1975

My Commission Expires May 7, 1977

My Commission Expires:

Beverly B. Scott
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. 3 day of July 1975, and that the same has been
recorded in Book 187 Page 417 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand & seal this the 3 day of July 1975.

Fee $ 5.00 pd

Seal H. G. Ferguson Clerk

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Paid, Satisfied and Cancelled
This 28 day of July 19 82
The Hernando Bank
By C Thompson Asst. V.P.

Attest
N.D. Ferguson
Chancery Clerk By: T.E. Davis D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CAROLYN FOGETY JACKSON

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary,

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

TWENTY-THREE THOUSAND SIX HUNDRED EIGHTY AND NO/100 - - - - - - DOLLARS

($ 23,680.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Eighty-Three (83) monthly installments of Two Hundred Eighty-One and 90/100 Dollars ($281.90) each, beginning on the 10th day of August, 1975, with a like installment due and payable on the 10th day of each and every successive month thereafter, and an 84th and final installment of Two Hundred Eighty-Two and 30/100 Dollars ($282.30) due and payable on the 10th day of July, 1982; 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:

ONE (1) Acre, more or less, in the South Half of the Northwest Quarter of Section 30, Township 3 South, Range 7 West, DeSoto County, Mississippi, described as:
BEGINNING at a point North 84° 30' East 200.0 feet from a point in the East right-of-way of U.S.Highway 51, said point being opposite Highway Station 93 + 07.4; thence South 5° 30' East 210.0 feet to an iron pin in South line of Northwest Quarter of Section 30, Township 3, Range 7 West; thence North 84° 30' East along South line of said quarter section 208.71 feet to a point; thence North 5° 30' West 210.0 feet to a point; thence South 84° 30' West 208.71 feet to the Point of Beginning; and containing 1.0 Acres, more or less.

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 3rd day of July, 1975.

Carolyn Fogety Jackson

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 CAROLYN FOGETY JACKSON

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 3rd day of July, 1975.

My Commission Expires: September 3, 1979

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 10 o'clock 30 minutes A M., 3 day of July 1975, and that the same has been recorded in Book 187 Page 420 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975

Fees $ 5.00

SEAL H. G. Ferguson CLERK.

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CANCELLED BY AUTHORITY RECORDED IN BOOK
297 PAGE 706
26 DAY OF May 19 83
H.D. Ferguson
CHANCERY 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 13th day of June, 19 75, by and between John Robert Prothro and wife, Martha D. Prothro

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

Wortman & Mann, Inc. , a corporation organized and existing under the laws of The State of Mississippi , having its principal office and post-office address at P.O. Box 1571, 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:

3.92 acres more or less, in Section 13, Township 2 South, Range 7 West in DeSoto County, Miss., more particularly described as commencing at a point recognized as the northwest corner of Section 13, Township 2 South, Range 7 West; thence south 89 degrees 13' 15" east 1145.1 ft. along the north line of said section to an iron pin; thence south 14 degrees 27' 3" west 1004.52 ft. to a P.K. nail in the center of Bridgforth Road; thence along the center line of said road with the following calls: south 67 degrees 32' 6" east, 210.67 ft., south 67 degrees 41' 17" east, 371.93 ft., south 69 degrees 4' 18" east, 374.81 ft. to a P.K.nail being the southwest corner and the point of beginning of the described tract; thence along the center of Bridgforth Road with the following calls: south 69 degrees, 4' 18" east, 423.33 ft., S 59 degrees, 06' 16" E 431.99 ft. to a P.K. nail; thence N 30 degrees 53 ' 44" E 208.56 ft. to an iron pin; thence N 59degrees 06' 16" W, 208.56 ft. to an iron pin; thence N 65 degrees, 29' 51" W, 658.02 ft. to an iron pin; thence S 27 degrees 10' 33" w, 209.00 ft. to the point of beginning, containing 3.92 acres more or less located in the northwest quarter of said section.

The grantors covenant and agree that so long as his deed of trust and the note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or not secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days of the date hereof (written statement of any officer or authorized agent for the Veterans' Administration declining to guarantee said not 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;

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

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

IN TRUST, HOWEVER, to secure to 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 Fifty Dollars ($ 23,550.00), with interest from date at the rate of eight and ½ per centum (8 ½ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571 in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Four & 41/100 Dollars ($ 204.41), commencing on the first day of August 1 , 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 July 1 , 19 95

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 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.

John Robert Prothro

John Robert Prothro

Martha D. Prothro

Martha D. Prothro

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me D.B.Bridgforth,Jr the undersigned aughority in and for said County, the within named John Robert Prothro and Martha D. Prothro, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 13th day of June, 1975

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 10 o'clock 30 minutes A.M. 3 day of July 1975, and that the same has been recorded in Book 137 Page 423 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of July 1975.
Fees $5.00 pd.
SEAL H. D. Ferguson, CLERK

STATE OF MISSISSIPPI,
County of DeSoto
I, H. D. Ferguson,
Clerk of the Court, do hereby certify that this was filed for record on the 3
1975 and was recorded in Book 137 Page 423 Record of Deeds, page
on the
Fee 5.00

Deed of Trust

RETURN TO:
W. F. Rogers
P. O. Box 1
SOUTHAVEN, MISSISSIPPI

CANCELLED BY AUTHORITY, RECORDED IN BOOK 385 PAGE 270 THIS 16 DAY OF Dec 19 86
H. G. Ferguson D.C.

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FOR REAL ESTATE, CHATTEL OR BOTH

James R. Luttrell
et ux

To { DEED OF TRUST

James B. Hassell
et al

THIS INDENTURE, Made this 30th day of June, 19 75
between James R. Luttrell and wife, Mary Diane Luttrell of the first part,
and JamesB.Hassell,JoRuthRileyWallace&G.T.Garner, of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Four Hundred Eighty-Seven and 50/100 Dollars ($5,487.50), being due and repayable in 96 equal amortized, monthly installments, bearing eight (8.00) per cent interest per annum, the first installment due on or before July ____, 1975, with like installments due on the _____ day of each month thereafter until paid in full.

~~And whereas further assured that the party of the second part may furnish the party of the first part during the year 19__ no more or no more~~ ~~than the part or parts of other lien parts 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 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 appurtenances~~ ~~products of every kind that ... now on or hereafter and all the crops of every kind to be grown during the ... Trustee or any bank dealing with ... under ... either ... or otherwise, during the ... and that ... That all ... or ... to be cultivated, ... and all ... of farming implements of every kind ...~~

Lot 9, Greenbriar Subdivision in Section 34, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 10, page 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The 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 installments 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.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 30th day of June 19 83, 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 s the date written above.

James R. Luttrell, James R.Luttrell
Mary Diane Luttrell, Mary Diane Luttrell

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named James R. Luttrell and wife, Mary Diane Luttrell 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 June, 19 75

(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 10 o'clock 30 minutes A. M. 3 day of July 1975, and that the same has been recorded in Book 182 Page 427 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $ 3.00 pd.

SEAL H. G. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 1
THIS 11 DAY OF June 19 80
PAGE 104
CHANCERY CLERK

DEED OF TRUST

Tommy A. Hudson and wife, Betty Fay Hudson (also known as Betty Faye Hudson) TO BANK OF MISSISSIPPI

In consideration of $10, in hand paid ____ convey and warrant to James Amos trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Tract 1: A part of the Northeast Quarter of Section 32, Township 1, Range 5 West, DeSoto County, Mississippi described as beginning at a point in the East line of Section 32, Township 1, Range 5 West, said point being 716.1 feet South of the Northeast Corner of said section; thence South 4°00' East along said section line 186.4 feet to the Northeast Corner of the present Hudson lot; thence South 84° 15' West along the North line of said Hudson lot 224.4 feet (called 210feet) to a point; thence South 4°00' East along the West line of said Hudson lot and projection thereof 4.17.5 feet (called 420 feet) to a point in the South line of the Acthley tract; thence South 84° 15' West along said South line 435.6 feet to the Southwest Corner of said Acthley tract; thence North 4°00' West along the West line of said Acthley tract 603.9 feet to an iron pin; thence North 84° 15' East 660.0 feet to the point of beginning and containing 7.0 acres, more or less, all bearings being magnetic according to the survey of J. E. Lauderdale, dated March 29, 1966.

Tract 2: That certain lot lying and being situated in the Northeast Quarter of Section 32, Township 1, Range 5 West, DeSoto County, Mississippi, more fully described as beginning at a point in the East line of said Section 32, said point being 902.5 feet South of the Northeast Corner of said section; thence South 84° 15' West 224.4 feet to a point; thence South 4°00' East 210 feet, more or less, to a point which point is the Northwest Corner of the Wright tract; thence East along the North line of the Wright tract 220 feet, more or less, to a point in the East line of said Section 32; thence North along the East line of said Section 32 to the point of beginning and being the same property conveyed to Thomas A. Hudson and wife by Minnie Lee Acthley, et vir, in deed recorded in Deed Book 53, Page 623 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 payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

($ 69,285.96 Sixty Nine Thousand Two Hundred Eighty Five & 96/100 Dollars due 19__

($ ____) Dollars due 19__

($ ____) Dollars due 19__

Bearing interest at the rate of 10 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 property appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the 8th day of November 19 73 and recorded in Book 168 page 450 deeds and records DeSoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness signatures, this the 20th day of June 19 75

Tommy A. Hudson
Tommy A. Hudson
Betty Faye Hudson
Betty Faye Hudson

STATE OF MISSISSIPPI
County of DeSoto
Personally appeared before me A Notary Public in and for said county and state, the above named Tommy A. Hudson and Betty Faye Hudson and who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 20th day of June 19 75

My commission expires Nov. 24, 1975

Linda C. Perry
Notary Public

STATE OF MISSISSIPPI
County of
I, the undersigned, Clerk of the Chancery Court of County, do hereby certify

STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify the within instrument was filed for record at 10 o'clock 30 minutes A M, this 3 day of July 1975, and that the same has been recorded in Book 187 Page 428 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness My hand and seal this the 3 day of July 1975.

Fee $ 3.00 pd.

SEAL W. E. Ferguson, CLERK.

Partial release of this Instrument Recorded in Real Estate T/D Book No 221 Page 502 This the 9 day of Feb 1978 H. D. Ferguson Clerk

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Partial release of this Instrument Recorded in Real Estate T/D Book No 212 Page 183 This the 1 day of June 1977 H. D. Ferguson Clerk

JAMES B. HASSELL,

TO

CHRISTINE C. GAINES, ET AL,

CORRECTION
DEED OF TRUST

This indenture made this the 30th day of August, 1972, between JAMES B. HASSELL of the first part and CHRISTINE C. GAINES and RUTH K. CATE, 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 HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00), evidenced by one promissory note of even date and like amount herewith, due and payable in eleven (11) annual installments, the first of said annual installments in the principal amount of $22,000.00 due and payable on or before January 10, 1973, with interest from September 1, 1972, at the rate of six (6) per cent per annum, said interest payable with said installment.

The remaining unpaid principal balance of $128,000.00 shall be due and payable in ten (10) annual installments of $12,800.00 each, the first of said annual installments due and payable on or before January 10, 1974, and one of said annual installments due and payable on or before the 10th day of each consecutive year thereafter until all of said remaining indebtedness shall be paid in full, with interest from January 10, 1973, at the rate of six (6) per cent per annum payable with each of said annual installment, until all of said indebtedness shall be paid in full.

And the party of the first part having agreed to secure the prompt payment of the said sum when due: Therefore, in consideration of the premises, and of the sum of One Dollar ($1.00) to the party of the first part, paid by William W. Ballard, Trustee, the party of the first part has this date granted, bargained and sold to the said Trustee the following described property located in the County of DeSoto and State of Mississippi, viz:

LYING AND BEING SITUATED IN SECTION EIGHT (8), TOWNSHIP TWO (2), RANGE SIX (6), DESOTO COUNTY, MISSISSIPPI:

The Southwest Quarter (SW 1/4) of Section Eight (8), Township Two (2), Range Six (6), containing 160 acres, more or less.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein directed. Should the party of the first part promptly pay the above stated indebtedness as above set forth, then this instrument shall 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

CANCELLED BY AUTHORITY RECORDED IN BOOK 237 PAGE 697 THIS 6 DAY OF Feb. 1979 H. D. Ferguson CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 238 PAGE 530 THIS 27 DAY OF Feb 1979 H. D. Ferguson CHANCERY CLERK

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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 parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Party of the first part and parties of the second part covenant and agree that lands shall be released from the lien of this instrument in consideration of $1,500.00 per acre.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Witness my signature, this the 30th day of August, 1972.

James B Hassell
JAMES B. HASSELL

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 JAMES B. HASSELL, 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 2nd day of July, 1975.

My commission expires:
My Commission Expires May 6, 1978.

Elaine McLemore Elder
Title: NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 6 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 429 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of July 1975.
Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 431
209 PAGE 813
THIS 31 DAY OF March 1977
H. R. 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

ROY MOORE DEMENT, A single unmarried adult male,

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank, 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 SEVEN HUNDRED FIFTY AND NO/100---------- DOLLARS

($ 8,750.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of nine (9%) per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable as per terms 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 City of Hernando
County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:

Lot no. 3, Shady Hollow Subdivision, located in Section 13, Township 3, Range 8 in the City of Hernando, DeSoto County, Mississippi, as shown on plat thereof of record in Plat Book 6, Page 35, in the Office of the Chancery Clerk of said County, to which plat reference is hereby made for a more particular description.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Deed of Trust Book 146, Page 375, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 625
THIS 22 DAY OF April 1977
H. R. Ferguson
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 July 1975.

Roy Moore Dement

Roy Moore Dement, A single person

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 Moore, Dement, A single unmarried adult male, 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 2nd day of July 1975.

My Commission Expires: My Commission Expires January 18, 1978

David A. Gustafson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P M. 2 day of July 1975, and that the same has been recorded in Book 187 Page 431 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $ 5.00 pd.

CHAT W. D. Ferguson

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Satisfied and Cancelled
This 12th day of June 1985
G C Gilless
Clerk
W. H. Ferguson
Chancery Clerk by S. Taylor D.C.

TRUST DEED

THIS INDENTURE, made this the 1st day of July, 1975, between ROBERT WILLIAM HATTON and wife, SUE ELLEN HATTON, Party of the First Part, and ALVID E. GILLESS and wife, SANDRA B. GILLESS, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($8,500.00), with interest from date at the rate of Eight percent (8%) per annum, repayable in semi-annual installments of $425.00 each, for a period of ten (10) years, plus accrued interest on balance remaining from time to time unpaid, with principal and interest payable annual on the 1st day of January and the 1st day of July, beginning January 1, 1976, and due accordingly until principal and interest shall have been fully paid, except that the final payment of principal and interest, is not sooner paid, shall be due and payable on the 1st day of July, 1985, 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:

A portion of the Earnest McNeil tract located in Section 28, Township 1, Range 5 West, in DeSoto County, Mississippi:

Beginning at the Southwest corner of Section 28, go east 2665+ feet to a point, thence go North 2639.5' to an aluminum rod in the East R.O.W. of an unnamed county road; thence go S 88° 25' 00" E 325.00' to the point of beginning; thence S 88° 25' 00" E 963.39' to iron pin in an old fence line; thence N 03° 25' 39" E 874.06' along said fence line to an iron pin set in a fence corner; thence N 88° 11' 09" W 1310.08' along a fence line to an iron pin in the said East R.O.W. of the unnamed county road; thence S 02° 00' 00" W 150.00' along said R.O.W. to an iron pin; thence S 88° 11' 09" E 325.00' to an iron pin; thence S 02° 00' 00" W 730.40' to the point of beginning. LESS AND EXCEPT a ten acre tract running north and south in the East portion of above described property.
Being part of the lands under fence, claimed and owned by Fannie Woods Alexander that was sold, or intended to be sold to Earnest McNeil and wife, Mary L. McNeil, in Book 61, Page 25, and Book 62, Page 96, 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 confided, 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 1st day of July, 1975.

Robert William Hatton

Sue Ellen Hatton

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert William Hatton and wife, Sue Ellen Hatton, 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 1st day of July, 1975.

My Commission expires: My Commission Expires Feb. 17, 1978

Bobbie M Braswell
Notary Public

Assignment of this Instrument Recorded in Real Estate T/D Book 224 Page 224 This the 26 day of June 1985
W. H. Ferguson Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 0 minutes P M. on the 3 day of July 1975, and that the same has been recorded in Book 187 Page 434 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of July 1975.

FEES $ 2.50 pd. SEAL W. H. Ferguson CLERK.

Y35

CANCELLED BY AUTHORITY RECORDED IN BOOK
263 PAGE 429
THIS 8 DAY OF Sept. 19 80
W. G. Ferguson
CHANCERY CLERK

221738 81

FORM NO. 1561 REV. 1/75 PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

EUGENE C. DURHAM AND FRANCES I. DURHAM

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

IN THE SUM OF

THIRTY EIGHT THOUSAND TWO HUNDRED AND NO/100 DOLLARS, AS EVIDENCED

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

THE 1st DAY OF August 19 95

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

EUGENE C. DURHAM AND WIFE, FRANCES I. DURHAM

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE ($5.00) DOLLARS PAID TO GRANTOR BY HARRY F. BEACHAM 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:

Lot 24, Section "B", Germantown Manor Subdivision situated in Section 21, Township 1, Range 6 West, DeSoto County, Mississippi, as same appears of record in Plat Book 9, Pages 27 and 28, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is hereby expressly made.

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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 OR, 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 25th DAY OF JUNE 19 75

Eugene C. Durham

Frances I. Durham

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

EUGENE C. DURHAM AND WIFE, FRANCES I. DURHAM

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 July 19 75

(SEAL)

MY COMMISSION EXPIRES 3-24-79

Sarah Bothune

Notary Public

(OFFICIAL CAPACITY)

STATE OF

COUNTY OF

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 435 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $ 5.00 pd.

SEAL H. H. Ferguson, CLERK

MY COMMISSION EXPIRES

(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 1:30 O'CLOCK P M. ON THE 2 DAY OF July 19 75 AND DULY RECORDED ON THE DAY OF

19 . ON PAGE OF BOOK OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS DAY OF 19

CHANCERY CLERK

(SEAL) 5.00 pd

Woods

BY D. C.

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 First National Bank

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

bearing date the 8th day of November 19 74, made and executed by James L. Murphy

of Hernando, Mississippi, to First National Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 183 on page 459

of the Record of Trust Deeds, on the 26th day of February, A. D. 19 75, is now fully paid

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

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

said County also as provided by law.

FIRST NATIONAL BANK
Memphis, Tennessee

By: Thomas M. Melton
V.P (title)

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

Personally came and appeared before me, the undersigned authority a Notary Public

in and for County and State aforesaid of the First National Bank, Thomas M. Melton, the V.Pres. who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being first authorized so to do.

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

Catherine Fowler
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES JAN. 12, 1978

LAWYERS-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 137 Page 438 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

439

c/t Rec.

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 June 1972, made and executed by Thomas W. Dale and

Billy D. Gray of to The Hernando Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No 144 on page 495

of the Record of Trust Deeds, on the 3rd 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 De Soto

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 3rd day of July, 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 Eloís M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 3rd day of July A. D. 1975

Eloís M. Barbee

NOTARY PUBLIC
My Commission Expires Jan. 7, 1978

LAWYERS-GREENWOOD 27884

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 439 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

440

This instrument prepared by: Nancy C. Smith, First National Bank of Memphis, P. O. Box 474 Memphis, Tennessee 38101

TRUST DEED RELEASE

Mississippi WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of ~~Shelby County, Tenn.~~ DeSoto County, ~~xxxxxx~~ ~~xxxxx~~, certain real property was conveyed by the hereinafter named grantor, to David G. Williams and Joseph S. Sims 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
Gerald Lamar Riales and wife, Yvette F. Riales	Sept 21, 1970	Book 120 Page 551 Sept 28, 1970	Lot 85, Section B, Hernando Estates Subdivision, in Hernando, Mississippi, as recorded in Plat Book 6, Page 9

NOW, THEREFORE, in consideration of the premises the undersigned THE FIRST NATIONAL BANK OF MEMPHIS as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim S and convey S unto said grantor S, THEIR heirs and assigns all ITS right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, THE FIRST NATIONAL BANK OF MEMPHIS, covenants with the said grantor S that t he y the legal owner s and holder s of the notes described in and secured by said trust deed, and that t he y ha ve the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said THE FIRST NATIONAL BANK OF MEMPHIS ha S hereunto set ITS hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 2nd day of July 19 75

ATTEST:
Nancy C. Smith, For Cashier

THE FIRST NATIONAL BANK OF MEMPHIS
Roger Hammons, Operation Officer

~~STATE OF TENNESSEE~~
~~COUNTY OF SHELBY~~

~~On this day of , 19 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.~~

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

~~Notary Public~~

~~My commission expires day of , 19~~

STATE OF ~~TENNESSEE~~ MISSISSIPPI
COUNTY OF ~~SHELBY~~ DESOTO

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Roger Hammons with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the OPERATIONS OFFICER of the First National Bank of Memphis the within named bargainor, a corporation, and that he as such OPERATIONS OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as OPERATIONS OFFICER

WITNESS my hand and seal at office in Memphis, Tennessee this 2nd day of July 19 75

MY COMMISSION EXPIRES NOV. 6, 1976

My commission expires day of , 19

Peggy Jo Ferguford
Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 440 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid And Satisfied" and to cancel of record that certain Deed of Trust dated June 6, 1974, and given by REEVES-WILLIAMS, INC. to STURAT ROBINSON, Trustee, for the benefit of BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, and which instrument is recorded in Book 176, at Page 356, in your Office, the same having been fully paid and satisfied.

EXECUTED this the 1st day of July, 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems (Title)
W. S. Weems, Senior Vice President

ATTEST:

B. J. Renfrow
B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, W. S. Weems and B. J. Renfrow, the Senior Vice President and Assistant Vice President, respectively, of the above corporation, who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and official seal of office, this the 1st day of July, 1975.

(SEAL) Carrie A. Bell
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 441 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of July 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

442

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 Robert E. Archer, III and wife, Ruth W. Archer to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated May 16th, 1975, securing a note in the sum of $ 32,950.00, recorded in Book 186, Page 171, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its Senior Vice President, and has caused its corporate seal to be thereunto affixed on this, the 2nd day of July, 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 2nd day of July, 1975.

Carrie H. Ball
Notary Public

My Commission Expires:
My Commission Expires Aug. 28, 1978

M-120

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 442 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $ 2.50 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 March 31, 1975, executed by Castle Builders, Inc. to Edwin C. Hardin as Trustee (s) First National Bank, Southaven, Miss. as Beneficiary, which Deed of Trust is recorded in Book 184, Page 325, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First National Bank, Southaven, Miss., named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Castle Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 196, 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 Castle Builders, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 1st day of July, 1975.

FIRST NATIONAL BANK, SOUTHAVEN, MISS.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery and ~~xxxx~~, the President and ~~xxx~~, ~~respectively~~ of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 1st day of July, 1975.

Bobbie M. Braswell
Notary Public

My Commission expires:

My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 2 day of July 1975, and that the same has been recorded in Book 187 Page 443 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

444

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 31, 1975, executed by Castle Builders, Inc. to Edwin C. Hardin as Trustee (s) First National Bank, Southaven, Miss. as Beneficiary, which Deed of Trust is recorded in Book 184, Page 325, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First National Bank, Southaven, Ms, named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Castle Builders, Inc, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 99, Section A, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Miss., 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 Castle Builders, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 1st day of July, 1975.

FIRST NATIONAL BANK, SOUTHAVEN, Miss.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery and ~~and~~, the President and ~~and~~, ~~respectively~~ of the above corporation who acknowledged that ~~they~~, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 1st day of July, 1975.

Billie M. Braswell
Notary Public

My Commission expires:

My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 2 day of July 1975, and that the same has been recorded in Book 187 Page 444 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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

SECOND DEED OF TRUST

SECOND DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between WAGNER BUILDERS, INC., a Mississippi Corporation

of the first part, hereinafter designated as the Grantor, and William F. Hagan

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

WILSON SEARIGHT 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 EIGHT HUNDRED DOLLARS AND NO CENTS ($8,800.00) plus Six Percent (6%) of the sales price of the dwelling located on the porperty described herein. DOLLARS ($XXXXXXXXXXXXXX) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of None per centum per None annum after None, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: This conveyance is made in trust to Grantor for the purpose of Grantor building a home on the within described premises. Grantor will obtain a construction loan on the within described premises from James E. McGehee and Company, Inc., in the amount of $35,000.00, and said James E. McGehee and Company, Inc., shall obtain a first lien/deed of trust on the within described premises. Beneficiary herein shall have a second deed of trust on these premises, and shall receive the sum of $8,800.00 plus six percent (6%) of the sales price of the dwelling to be constructed thereon by Grantor at the time said dwelling is sold at the final closing of the permanent loan thereon.

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 #17, in Section A of Pleasant Hill Estates East Subdivision as shown on a plat appearing of record in Plat Book 11, Pages 4-8, inthe Chancery Court Clerk's office, DeSoto County, Mississippi, to which recorded plat reference is made for a more particuoar description. Said lot being located in Section 7, Township 2, Range 6 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 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 2nd day of May 1975

WAGNER BUILDERS, INC.

Linda S. Wagner, President

Lanny L. Wagner, Vice President

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 Linda S. Wagner and Lanny L. Wagner 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 2 day of June 1975

My Commission Expires: MY COMMISSION EXPIRES DEC. 13, 1978

Notary Public

DESOTO CO.

448

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Linda S. Wagner, President and Lanny L. Wagner, Vice-President

respectively of the above named Wagner Builders, 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 7 day of May. 19 75

J. E. Farmer
Notary Public

My Commission Expires: MY COMMISSION EXPIRES DEC. 13, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
30 minutes P M. 24 day of June 1975, and that the same has been
recorded in Book 187 Page 445 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

Spot J

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 Co., 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, Miss.; 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 Co., Inc., Alodex Corporation, Southaven Land Co., Inc., Commercial and Industrial Bank, Admiral Realty Company, James W. McDonnell, Jr., trustee and William S. Solmson, trustee, said agreement being of record in Real Estate Trust Deed Book 179, page 53 in the office of the Chancery Clerk of DeSoto County, Miss., and under the terms of said Modification and Reapportion Agreement, the indebtedness to the various secured parties and the real properties securing them were divided, separated and segregated, and Union Planters National Bank received a separate note for $1,125,000.00 and was allocated as security property therein described in Exhibit "B", which includes the property hereinafter specifically described; and

Whereas, Union Planters National Bank has assigned and transferred to Wallace E. Johnson the aforementioned note and its separate and segregated part of said Deed of Trust, said assignment being recorded in real estate trust deed book 183, page 111, in the office of the Chancery Clerk of DeSoto County, Mississippi;

Whereas, Wallace E. Johnson desires to release from the lien of said Deed of Trust, as modified and reapportioned, the property hereinafter described;

Now Therefore, for value received, Wallace E. Johnson, as the owner and holder of the indebtedness hereinabove referred to, does by these presents release and forever discharge from the lien and encumbrance of the Deed of Trust recorded in real estate trust deed book 171, page 51, as aforesaid, as modified by the Modification and Reapportion Agreement recorded in real estate trust deed book 179, page 53 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, more particularly described as follows:

The point of beginning of the herein described property is described as follows: beginning at a point in the north line of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi, 848.98 ft. east of the northwest corner of said Section 24, said point being in State Line Road; thence south at an interior angle of 91 degrees and 34' 13.86 ft. to a point; thence east at an interior angle of 270 degrees 35 ft. to a point in a northerly projection of the east line of proposed Office Park Plaza Drive; thence south at an interior angle of 90 degrees and along the said projection of Office Park Plaza Drive and along the east line of said Office Park Plaza Drive 230 ft. to a point at the southwest corner of the Exxon lot; thence continuing south along the said east line of Office Park Plaza Drive 0.4 ft. to a point; thence continuing south along the said east line of Office Park Plaza Drive and at an exterior

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angle of 181 degrees and 18' 649.90 ft. to THE POINT OF BEGINNING; thence south along the said east line of Office Park Plaza Drive and a projection thereof 900.19 ft. to a point; thence eastwardly at an interior angle of 83 degrees and 24' 160.68 ft. to a point; thence southeastwardly at an interior angle of 263 degrees and 24' 537.09 ft. to a point; thence continuing southeastwardly at an interior angle of 158 degrees and 15' 434.68 ft. to a point in the north line of Section "P" Carriage Hills Subdivision; thence east at an interior angle of 125 degrees and 18' 60.31 ft. to a point at the northeast corner of said subdivision in the west line of Interstate Highway No. 55; thence north at an interior angle of 88 degrees and 18' and along the west line of Interstate Highway No. 55 a distance of 1827.35 ft. to a point; thence westwardly at an interior angle of 84 degrees and 32' 552.44 ft. to the point of beginning, containing 17.544 acres.

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 the 26th day of June, 1975.

Wallace E. Johnson

Wallace E. Johnson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said County and State, 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 the 26th day of June, 1975.

Ora Wood

Notary Public

My commission expires:

My Commission Expires July 11, 1978

CONSENT TO PARTIAL RELEASE

The undersigned, as endorsers of that certain promissory note in the sum of $1,125,000.00 described in the Partial Release hereinabove, hereby consent to said Partial Release on the 26th day of June, 1975.

WITNESS our signatures this the 26th day of June 1975.

Kemmons Wilson

Kemmons Wilson

Dorothy Lee Wilson

Dorothy Lee Wilson

Alma E. Johnson

Alma E. Johnson

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o,clock 50 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 449 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 4.50 pd.

SEAL W. H. Ferguson CLERK

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority 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 the 26 day of June, 1975.

Notary Public

My commission expires:

My Commission Expires July 11, 1978

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority 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 the 27 day of June, 1975.

Notary Public

My commission expires:

My Commission Expires June 10, 1979

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority 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 date therein mentioned.

GIVEN under my hand and seal this the 26 day of June, 1975.

Notary Public

My commission expires:

My Commission Expires July 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 50 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 449 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $ 4.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 318
THIS 16 DAY OF Dec 1975
H. L. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

George S. McIngvale

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 3rd day of July 19 75
between George S. McIngvale 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 Two Thousand Five Hundred Dollars ($2,500.00)
evidenced by a promissory note of even date, bearing 9% interest from date, due and repayable on or before January 5, 1976

~~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 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 Ross L. Franks 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 be 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 491, Section D, Buena Vista Lakes Subdivision as per plat thereof, recorded in Plat Book 5, Page 40 in the office of the Chancery Clerk of DeSoto County , Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section s 13 and 14, Township 4, Range 8.

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 5th day of January 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 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

George S. McIngvale

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named George S. McIngvale 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 3rd day of July 19 75
(SEAL) Clerk
My Commission Expires: 5-1-78 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 2 o'clock 30 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 452 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.
Fees $ 2.50 paid.
SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

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

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 indebtedness 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:

The point of beginning of the herein described property is described as follows: beginning at a point in the north line of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi, 848.98 ft. east of the northwest corner of said Section 24, said point being in State Line Road; thence south at an interior angle of 91 degrees and 34' 13.86 ft. to a point; thence east at an interior angle of 270 degrees 35 ft. to a point in a northerly projection of the east line of proposed Office Park Plaza Drive; thence south at an interior angle of 90 degrees and along the said projection of Office Park Plaza Drive and along the east line of said Office Park Plaza Drive 230 ft. to a point at the southwest corner of the Exxon lot; thence continuing south along the said east line of Office Park Plaza Drive 0.4 ft. to a point; thence continuing south along the said east line of Office Park Plaza Drive and at an exterior angle of 181 degrees and 18' 649.90 ft. to THE POINT OF BEGINNING; thence south along the said east line of Office Park Plaza Drive and a projection thereof 900.19 ft. to a point; thence eastwardly at an interior angle of 83 degrees and 24' 160.68 ft. to a point; thence southeastwardly at an interior angle of 263 degrees and 24' 537.09 ft. to a point; thence continuing southeastwardly at an interior angle of 158 degrees and 15' 434.68 ft. to a point in the north line

of Section "F" Carriage Hills Subdivision; thence east at an interior angle of 125 degrees and 18' 60.31 ft. to a point at the northeast corner of said subdivision in the west line of Interstate Highway No. 55; thence north at an interior angle of 88 degrees and 18' and along the west line of Interstate Highway No. 55 a distance of 1827.35 ft. to a point; thence westwardly at an interior angle of 84 degrees and 32' 552.44 ft. to the point of beginning, containing 17.544 acres

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

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

In Witness Whereof, Union Planters National Bank, Memphis, Tennessee, has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do, this the 3rd day of June, 1975.

UNION PLANTERS NATIONAL BANK,
MEMPHIS, TENNESSEE

BY: H. B. Goddard

H. B. Goddard
Vice President

ATTEST:

J. H. Jennings
Asst. 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 H. B. Goddard, 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 setforth, 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 the 30th day of June, 1975.

Joyce E. Johnson
Notary Public

My commission expires:
MY COMMISSION EXPIRES SEPTEMBER 13, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 50 minutes P M. 3 day of July 1975, and that the same has been recorded in Book 187 Page 453 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

For value received, I, F. R. Wright, Jr. release from the deed of trust executed by Churchwood Development Corporation and given to me, dated June 11, 1974, recorded in Book 176, Page 336 in the office of the Chancery Clerk of DeSoto County, Mississippi, the land in DeSoto County, Mississippi described as follows, to-wit:

The north 45.593 acres of the 134.31 acres conveyed by F. R. Wright, Jr. to Churchwood Development Corporation by deed recorded in Book 113, Page 15 in said County in Sections 2 and 3, Township 2 South, Range 8 West, more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of U. S. Highway No. 51 (100 feet wide) and at the northeast corner of the F. R. Wright 134.31 acre tract a distance of 1909.74 feet northwardly as measured along the west line of U. S. Highway No. 51 from its point of intersection with the south line of Section 2, Township 2 South, Range 8 West, said Section Line being the center line of Church Road; thence south 18° 12' east along the west line of U. S. Highway No. 51 a distance of 28.7 feet to the northeast corner of the Home Telephone Company Lot; thence south 71° 43' west along the north line of the Home Telephone Company Lot a distance of 299.97 feet to the northwest corner thereof; thence south 18° 22' east along the west line of the Home Telephone Company Lot a distance of 250.4 feet to the southwest corner thereof; thence north 71° 18' 15" east along the south line of the Home Telephone Company Lot a distance of 299.25 feet to a point in the west line of U. S. Highway No. 51; thence south 18° 12' east along said west line a distance of 426.16 feet to a point; thence north 88° 54' 53" west parallel to the north line of the F. R. Wright 134.31 acre tract a distance of 3149.99 feet to a point in the east line of the Illinois Central Railroad right of way; thence north 11° 02' west along said east line a distance of 678.78 feet to a point in the north line of the F. R. Wright 134.31 acre tract; thence south 88° 54' 53" east along said north line a distance of 3060.27 feet to the point of beginning, and containing 45.593 acres of land.

In all other respects the deed of trust in Book 176, Page 336 shall remain in full force and effect.

The Chancery Clerk is authorized to record this Partial Release and make a notation on the margin of said deed of trust.

WITNESS my signature this 30th day of June, 1975.

F. R. Wright, Jr.

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STATE OF MISSISSIPPI

COUNTY OF QUITMAN

This day personally appeared before me, the undersigned authority in and for said County and State, the within named F. R. Wright, Jr., 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 purpose therein expressed.

GIVEN under my hand and official seal of office this the 30th day of June, 1975.

NOTARY PUBLIC

Notary Public

My Commission expires:

8-24-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P.M., 3 day of July 1975, and that the same has been recorded in Book 187 Page 455 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. P. Ferguson, CLERK

atisfied and Cancelled
19 day of October 1977
George S. McIngvale
Trustee

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

FOR REAL ESTATE, CHATTEL OR BOTH

Ronald E. Carter, et ux

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 26th day of June, 19 75
between Ronald E. Carter and wife, Cary D. Carter
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 Seven Thousand One Hundred Dollars (7,100.00)
evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 83 equal monthly installments of $84.52 and an 84th and final installment of $84.84 first of said installments shall be due August 5, 1975, and one installment due each succeeding month thereafter until paid in full.

~~and my further assent that the party of the second part may furnish the party of the first part during the year 19____ on or about_____ 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____ may have 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~~

10 acres, more or less, described as beginning at the southeast corner of the northeast quarter of Section 22, Twonship 3, Range 7 West; thence north 968 feet to a stake; thence west 450 feet to a stake; thence south 866 feet to a stake in the north right of way of the Hernando-Cockrum Road; thence in a southeasterly direction along the north right of way line of the Hernando-Cockrum Road 466 feet to the point of beginning.

LESS AND EXCEPT: Beginning at the southeast corner of the northeast quarter of Section 22, Township 3, Range 7 West; thence in a northerly direction 160 feet to a point; thence in a westerly direction 140 feet to a point; thence in a woutherly direction 145 feet to a point in the north right of way of the Hernando-Cockrum Road; thence in a southeasterly direction along the north right of way of the Hernando-Cockrum Road 140 feet to the point of beginning and being part of the same lands conveyed to C. A. Scruggs, et ux by Rufus G. Riley, et ux by deed dated January 17, 1963 and of record in Deed Book 54, page 339.

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, unimproved 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 ies 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 Jo Bradley

Ronald E. Carter
Cary D. Carter

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named Ronald E. Carter and wife, Cary D. Carter
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 26th day of June, 19 75
(SEAL)
My Commission Expires: 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,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
30 minutes P M. 3 day of July 1975, and that the same has been
recorded in Book 187 Page 457 Records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of July 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

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ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI)
: SS.
COUNTY OF DeSOTO)

KNOW ALL MEN BY THESE PRESENTS: That FIRST NATIONAL BANK OF MEMPHIS, the beneficiary, does hereby certify that a certain trust deed bearing date the 28th day of December, 1962, made and executed by JESSE SOWELL, INC., a Tennessee corporation, to FIRST NATIONAL BANK OF MEMPHIS, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Trust Deed Book 67, Page 290 of the Record of Trust Deeds, on the 10th day of January, 1963, is now fully paid and satisfied; and FIRST NATIONAL BANK OF MEMPHIS 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.

FIRST NATIONAL BANK OF MEMPHIS

By: Ronald D. Rainey
VICE PRESIDENT

ATTEST:

By: Brenda Powell
MORTGAGE OFFICER

STATE OF TENNESSEE)
: SS.
COUNTY OF SHELBY)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for the jurisdiction aforesaid, the within named Ronald D. Rainey and Brenda Powell, who acknowledged that as Vice President and Mortgage Officer, respectively, for and on behalf of and by authority of FIRST 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 this day and date for the purpose therein mentioned.

Given under my hand and seal of office this 4th day of April, 1975.

Carol Seivold
Notary Public

My Commission expires:

MY COMMISSION EXPIRES FEB. 24, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 458 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D
No. 188 Page 50
This the 16 day of July 19 75
H. D. Ferguson Clerk

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

459

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1478 PAGE 483
THIS 22 DAY OF March 2002
W. E. Davis By M. Calvi, DC
CHANCERY CLERK

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 2nd day of July , 1975 , by and between

HOWARD R. PERKINS and wife, JACQUELYNN GRISSOM PERKINS

, hereinafter called the Grantor;

C. B. Henley , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 161 E. Amite Street, Jackson, Mississippi , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 135, 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 34-35.

Together with Fraser-Johnston Furnace, model #100CD, serial #73F8; Fraser-Johnston Air Condition, model #36JL, serial #101682; Rheem Water Heater, model #40D, serial #26579; Whirlpool Oven, model #RYE2600, serial #22951; Whirlpool Cook-Top, model #RYE8400, serial #38424; Whirlpool Dishwasher, model #SAU400, serial $40589; Whirlpool Disposal, model #---, serial #4371545; Nutone Hood, series #MZE74R; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

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

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

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY a corporation organized and existing under the laws of the State of Mississippi , the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Five Hundred Fifty and no/100 ---------- Dollars ($ 29,550.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

Bailey Mortgage Company, 161 E. Amite St., in Jackson, Mississippi,

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Eleven and 87/100 ---------- Dollars ($ 211.87), commencing on the first day of August , 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 July, 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. 252 Page 588
This the 16 day of Jan 19 80
W. E. Davis

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 254 Page 540
This the 20 day of March 19 95
W. E. Davis By M. Calvi DC
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 851 Page 199
This the 24 day of Aug 19 96
W. E. Davis By M. Calvi DC
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 852 Page 16
This the 8 day of Nov 19 99
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 1212 Page 309
This the 15 day of Dec 19 25
H. D. Ferguson Clerk

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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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) have hereunto set their hand(s) the day and year herein first written above.

Howard R. Perkins

Howard R. Perkins

Jacquelynn Grissom Perkins

Jacquelynn Grissom Perkins

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for the said County, the within named Howard R. Perkins and Jacquelynn Grissom Perkins, 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 July, 1975.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
1 minutes A. M. 7 day of July 1975, and that the same has been
recorded in Book 187 Page 459 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of July 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

GPO 843-297

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CANCELLED BY AUTHORITY RECORDED IN BOOK 302 PAGE 558 THIS 25 DAY OF Aug 1983
D.B. Ferguson CHANCERY CLERK

DEED OF TRUST

Freddie M. & Martha L. May TO THE PEOPLES BANK & TRUST COMPANY

In consideration of $10, in hand paid we convey and warrant to Mr. W. P. Mitchell trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Lot 1428, Section D, Southaven West Subdivision, in Section 22, Township I South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 25 and 26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a second mortgage, the first being to National Mortgage for approximately $12,000.00.

This is the first lien on the above described property except: National Mortgage

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of THE PEOPLES BANK & TRUST COMPANY of Tupelo, Mississippi, dated even herewith and due as follows:

($ 6,300.60 Sixty-three hundred & 60/100- - - - - - - - - - Dollars due 6-3- 19 85

($) Dollars due 19

($) Dollars due 19

($) Dollars due 19

($) Dollars due 19

Bearing interest at the rate of 10 per cent per annum from maturity together with attorney's fees as therein provided.

(B) Also any other indebtedness hereinafore, now or hereafter (within the period of four years from the date hereof) 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 guarantor.

(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 sale to be advertised and made in the manner same 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 hereinder 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 3rd day of June, 19 75.

Freddie M. May
Martha May

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me undersigned authority in and for said county and state, the above named Freddie M. & Martha L. May who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 3rd day of June, 19 75

My commission expires 10-22-78

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, 7 day of July 1975, and that the same has been recorded in Book 187 Page 462 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL D. B. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 190 PAGE 377
THIS 15 DAY OF Sept. 1965
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 691, 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 DeSoto County, Mississippi, 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:

($ 11,786.25) Eleven Thousand Seven Hundred Eighty-Six & 25/100 Dollars due on demand or on or before Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

provided in promissory note of even date
bearing interest ~~according to the terms and conditions expressed in said note~~ 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 3rd day of July 1975.

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, the President and Vice President respectively, for and on behalf of and by autho rity 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 3rd day of July, 1975

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 10 o'clock 10 minutes A M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 463 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

D. C

Clerk's Fee, $3.50 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
190 PAGE 376
THIS 15th DAY OF Sept. 1975
W. H. Ferguson
CHANCERY CLERK

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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 694, 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 DeSoto County, Mississippi, 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: ($11,786.25) Eleven Thousand Seven Hundred Eighty-Six & 25/100 Dollars due on demand or on or before Six (6) Months from date with interest due and payble monthly until all principal and interest are paid in full.

provided in promissory note of even date bearing interest 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 3rd day of July 1975.

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones

Bobby S. Jones, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, the President and Vice President, respectively, for and on behalf of and by authority 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 3rd day of July 1975.

Bobbie B. Braswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M., 7 minutes day of July 1975, and that the same has been recorded in Book 187 Page 465 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

Clerk of said Deed of Trust.

O'Clock A. M.,

19 25

in Book No.

is in my office.

this day

19

Clerk.

D. C.

1018

UST

CANCELLED BY AUTHORITY RECORDED IN BOOK 190 PAGE 376
THIS 15 DAY OF Sept. 1975
H. L. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 189 PAGE 647
THIS 29 DAY OF August 1975
H. L. Ferguson
CHANCERY CLERK

467

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 701, 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 DeSoto County, Mississippi, 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:

($11,786.25) Eleven Thousand Seven Hundred Eighty-Six & 25/100 Dollars due on demand or on or before Six (6) months from date with interest due and payble monthly until all principal and interest are paid in full.

as provided in promissory note of even date

bearing interest ~~at the rate of per cent per annum~~ from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter 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.

468

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

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

Witness the signature of the Grantor , this 3rd day of July 19 75

ATTEST:

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, the President and Vice President, respectively of and for and on behalf of and by authority 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 3rd day of July 1975

Bettie M. Boswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes A M. 7 day of July 1975, and that the same has been recorded in Book 117 Page 467 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

D. C.

Clerk of said Deed of Trust

Book No.

In my office

day

469

467

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 the beneficiary, does hereby certify that a certain trust deed

bearing date the 23rd. day of May 19 73, made and executed by Charles C. Kerr

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. 161 on page 160

of the Record of Trust Deeds, on the 15th. day of June, 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: [signature] 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 2nd. day of July A. D. 19 75

[signature]

Notary Public

A. B. JONES NOTARY PUBLIC DESOTO CO. MY COMMISSION EXPIRES MAY 18, 1976

LAWYERS-GREENWOOD STATE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

30 minutes A M. 7 day of July 1975, and that the same has been

recorded in Book 187 Page 469 records of REAL ESTATE TRUST DEEDS

of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

470

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, Olive Branch, Miss

of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed

bearing date the 9th day of May 19 75, made and executed by Thomas E. Williams

of Olive Branch, Miss, to Peoples Bank & Trust

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

County, in the State of Mississippi in Land Trust Deed Record No 186 on page 64

of the Record of Trust Deeds, on the 23 day of May, A. D. 19 75, is now fully paid

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

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

said County also as provided by law.

Peoples Bank & Trust Olive Branch, Miss.

Janice C. Payne

Ass't. Cashier

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, Janice C. Payne, Ass't. Cashier 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 3rd. day of July A. D. 19 75

Aurelia B. Jones

Notary Public

NOTARY PUBLIC MY COMMISSION EXPIRES MAY 18, 1976

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M, 7 day of July 1975, and that the same has been recorded in Book 187 Page 470 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

471

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 335 THIS 22 DAY OF July 19 76
H. D. Ferguson
CHANCERY CLERK

471

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between LEON MASHBURN AND WIFE, RHEBA MASHBURN

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

FIVE THOUSAND THREE HUNDRED FIVE AND 00/100---------- DOLLARS

($ 5305.00) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after JUNE 20, 1975 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: PAYABLE ON OR BEFORE JUNE 19, 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 DESOTO COUNTY, MISSISSIPPI

State of Mississippi, and more particularly described as follows, to-wit: A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 8 WEST DESCRIBED AS BEGINNING AT A POINT 1174.46 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WHICH POINT IS IN THE NORTH EDGE OF DESOTO ROAD; THENCE NORTH 10° 22' WEST 235.80 FEET; THENCE SOUTH 80° 08' WEST 114.59 FEET; THENCE NORTH 10° 47' WEST 97.40 FEET; THENCE NORTH 56° 21' EAST 164.30 FEET; THENCE SOUTH 4° 39' EAST 189.00 FEET; THENCE SOUTH 10° 06' EAST 211.0 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 84° 40' WEST 14.2 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5 ACRES. THE DIRECTIONS ARE MAGNETIC BEARINGS.

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 instaliment thereon, or of any instaliment 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 20 day of JUNE 19 75

/ Leon Mashburn
LEON MASHBURN

/ Rheba Mashburn
RHEBA MASHBURN

STATE OF ~~XXXXXXXX~~ Tennessee
COUNTY OF ~~XXXXX~~ Shelby

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

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 June 1975

My Commission Expires June 13, 1978

Barbara A. Lewis
Notary Public

BARBARA A. LEWIS NOTARY PUBLIC SHELBY COUNTY, TENN.

My Commission Expires

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M., 7 day of July 1975, and that the same has been recorded in Book 187 Page 471 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

W. H. G. Ferguson Clerk

474

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between SAM AND MABEL G. SCALES

of the first part, hereinafter designated as the Grantor, JAMES 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 THREE THOUSAND TWENTY FOUR AND 84/100---------- DOLLARS ($ 3024.84) evidenced by promisory 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: TO BE REPAID IN FULL ON OR BEFORE SEPTEMBER 15, 1975

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

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

State of Mississippi, and more particularly described as follows, to-wit: ONE AND ONE/HALF ACRES (1½) SITUATED IN THE SOUTHWEST QUARTER OF SECTION NINETEEN(19), TOWNSHIP ONE (1), RANGE FIVE (5) WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT COMMENCING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 20 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, (WHICH POINT IS THE NORTHWEST CORNER OF THE JIM WATKINS ORIGINAL 13.3 ACRE TRACT AS DESCRIBED BY DEED TO HIM OF RECORD IN BOOK 28, PAGE 145 OF THE DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI); THENCE EAST A DISTANCE OF 800 FEET TO A POINT, FOR THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED; THENCE SOUTH A DISTANCE OF 300 FEET TO A POINT; THENCE EAST A DISTANCE OF 218 FEET TO A POINT; THENCE NORTH A DISTANCE OF 300 FEET TO A POINT; THENCE WEST A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING, AND TOGETHER WITH THE REASONABLE RIGHT OF INGRESS AND EGRESS ALONG THE OLD FIELD ROAD ACROSS THE ORIGINAL JIM WATKINS LANDS TO THE PUBLIC ROAD ON THE WEST SIDE OF SAID QUARTER SECTION, AS WAS SOLD AND GRANTED TO WILLIE MOORE AND WIFE, ANNIE MAE MOORE, BY WARRANTY DEED FROM JIM WATKINS DATED SEPTEMBER 24, 1966.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 22 PAGE 845 THIS 21 DAY OF Feb 19 77 R.E.G. Hargrove 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.

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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 17 day of JUNE 1975

X Sam Scales
SAM SCALES

Mabel Scales
MABEL G. SCALES

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 SAM SCALES AND MABEL G. SCALES

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17 day of JUNE 1975

My Commission Expires: May 15, 1976

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., 7 day of July 1975, and that the same has been recorded in Book 187 Page 474 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

SEAL H. H. Ferguson, Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 130
THIS 7 DAY OF April 1977
CHANCERY CLERK

DEED OF TRUST

James L. Sanders & wife, Ruby Sanders To BANK OF PONTOTOC, Pontotoc, Miss.

IN CONSIDERATION OF Ten Dollars in hand paid we convey and warrant to B. P. mauldin Trustee, the following described property in DeSoto County, State of Mississippi, to-wit: entire interest and lien for rent and supplies in any and all crops of cotton, cotton seed, fodder, hay or any other agricultural products raised by or renters or hands in employ on lands belonging to or to or any other land during the year 19 , and all succeeding years, so long as this Trust Deed remains in force, or any sum advanced remains unpaid:

Lot 3 of Bill Larue's Tchulahoma Road Subdivision as found in Plat Book 8, Page 44 of the Chancery Clerk's Office of Desoto County, Mississippi to which recorded plat reference is hereby made for a more particular description.
The land lying and being situated in Section 4, Township 2, Range 7 West, DeSoto County, Mississippi.

In Trust for the Following Purposes:

I. (A) To secure the payment of the following note or notes in favor of BANK OF PONTOTOC, Pontotoc, Mississippi, dated even herewith and due as follows: (Hereinafter called the mortgagee)

($3,500.00) Thirty Five Hundred and no/100------ Dollars Due 100.00 ea. month
( ) Dollars Due beg. 7-26-75 19
( ) Dollars Due 19
( ) Dollars Due 19
( ) Dollars Due 19
( ) Dollars Due 19
( ) Dollars Due 19
( ) Dollars Due 19
( ) Dollars Due 19

Bearing interest at the rate of 6 percent per annum from date together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either said Mortgagee or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness or any grantor made as joint maker, surety, endorser, or grantor.

(C) Also any amount paid out or contracted to be paid, by said Mortgagee or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight percent interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements 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 proceeds of all property described in this deed of turst and all collaterals held by said Mortgagee (or holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Mortgagee or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said Mortgagee or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors, or either of them, should be adjudged bankrupt under either the Federal Bankruptcy Laws or the State Insolvency Laws, then the owners of said indebtedness or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion; but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property; or on the premises where the same may be situated at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expense of executing this trust.

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

VI. This deed of trust is given and taken in renewal and extension of trust dated the _____ day of _____ 19__ and recorded in Book _____ Page _____ and deed of trust dated _____ day of _____ 19__ and recorded in Book _____ Page _____ Deed Records, _____ County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

WITNESS our signatures this the 26th day of June, 1975.

James Sanders

Ruby Sanders

STATE OF MISSISSIPPI
COUNTY OF PONTOTOC

Personally appeared before me, Stanley Faulkner a Notary Public in and for said County and State, the above named James L. Sanders, & wife, Ruby Sanders who acknowledge that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 26th day of June, 1975

Stanley Faulkner
Notary Public

MY COMMISSION EXPIRES DECEMBER 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

TRUST DE

FROM

James L. Sande

TO

BANK OF PONTO

Pontotoc, Mississippi
B. P. Mauldin
XXXXXXXXXX, Truste

State of Mississippi
DeSoto County.

I, the undersigned Chancery Clerk o
hereby certify that this Trust Deed was f
at 9:30 o'clock A. M., on the
of , 19 75
same is duly recorded in Book
Records of Trust Deeds in my office.

Witness my hand and seal this
, 19

Clerk's Fee $ 3.00 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK
282 PAGE 463
THIS 12 DAY OF April 19 82
W. B. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of June, 19 75, among the Grantor, Raymond L. Fitch and Emma F. Fitch (herein "Borrower"), Robert L. Crook (herein "Trustee"), and the Beneficiary, General Savings and Loan, Ruleville, Mississippi a corporation organized and existing under the laws of The State of Mississippi, whose address is P.O. Box 235, Ruleville, 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 Northwest Quarter of Section 31, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows, to-wit:

Beginning at an iron pin in the east right of way of U.S. Highway 51, said pin being 2159.5 feet north of intersection of said right of way and center line of Section 31, Township 3, South, Range 7 West; thence north 3 degrees 00 minutes west along said right of way 216.1 feet to an iron pin; thence north 77 degrees 46 minutes east, 346.4 feet to an iron pin; thence south 7 degrees 15 minutes east 216.1 feet to an iron pin; thence south 77 degrees 36 minutes west, 363.0 feet to the point of beginning and containing 1.8 acres, more or less. All bearings are magnetic. Being the same land conveyed by Laura Elizabeth Johnson to Lilbourn A. Johnson by Warranty Deed dated May 4, 1963, recorded in Book 55, page 229 of the deed records 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 Sixteen Thousand 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 August 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

Assumption Agreement
Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 213 Page 237
This the 5 day of July 1982
H. 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.

Raymond L. Fitch —Borrower

Emma F. Fitch —Borrower

RAYMOND L. FITCH

EMMA F. FITCH

Rt. 3, Box 370

Hernando, MS 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 Raymond L. Fitch and wife, Emma F. Fitch 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 19th day of June 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 9 o'clock 30 minutes A M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 479 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

day of 19

Clerk

5.00 pd

RETURN TO:
W., F., R., & B., LTD.
P. O. [illegible]
SOUTHAVEN, MISSISSIPPI 38671

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 30th day of June, 1975, by and between Tracy R. Burchett, Jr. and wife, Nancy H. Burchett, 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, 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 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 Marshall, State of Mississippi, to wit:

Point of beginning is an iron rod 2296 feet East and 1345 feet South of the Northwest Corner of Section 15, Township 2 South, Range 3 West, Marshall County, Mississippi; thence South 3 degrees 30' West along the west line of Mississippi Highway 311 a distance of 300 feet to an iron rod; thence South 82 degrees 0' West 300 feet to a stake; thence North 3 degrees 30' east 300 ft. to an iron rod; thence North 82 degrees 0' East 300 feet to the point of beginning, containing 2.0 acres, as per plat thereof recorded in plat book 12, page 73 in the office of the Chancery Clerk of Marshall County, Mississippi, together with all carpeting located on improvements situated on the above described property, and it is deemed part of the realty.
The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

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

IN TRUST, HOWEVER, to secure to

Bailey Mortgage Company and existing under the laws of the State of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Nineteen Thousand Four Hundred and 00/100---------- Dollars ($ 19,400.00), with interest from date at the rate of nine & one-half per centum (9.5 %) 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, Jackson, Mississippi, 39205

or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Sixty-three and 15/100------- Dollars ($ 163.15), commencing on the first day of August, 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 July, 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 (60) days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 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 Marshall 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.

Tracy R. Burchett, Jr.

Nancy H. Burchett

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned AUTHORITY in and for the said County, the within named Tracy R. Burchett, Jr. and Nancy H. Burchett , 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 30th day of June , 19 75.

My Commission Expires:
9-25-78
STATE OF MISSISSIPPI } ss:

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 2 day of July 1975, and that the same has been recorded in Book 187 Page 783 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of July 1975.

Fees $5.00 pd.

SEAL H. 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 Memphis Bank & Trust Company of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 8th day of November 19 74, made and executed by Howard C. McClelland, III and wife, Carrie McClelland of Southaven, Mississippi, to Memphis Bank & Trust Company the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 181 on page 437 of the Record of Trust Deeds, on the 20th day of November, 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.

MEMPHIS BANK & TRUST COMPANY

BY: William W. Simmons III

Vice-President

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

Personally came and appeared before me, the undersigned authority Jimmie R. Perkins, a Notary Public, in and for County and State aforesaid William W. Simmons, III (Name) of Memphis Bank & Trust Company (Title) who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Vice President

Given under my hand and seal of office this 30th day of June A. D. 19 75

Jimmie R. Perkins (Notary Public)

My Commission Expires: August 3, 1975

My Commission Expires August 3, 1977

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 486 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 paid.

SEAL H. D. Ferguson, CLERK

Lots 143, 144, 146, 147 & 148

Partial Release of this Instrument Recorded in Real Estate T/D Book No. 193 Page 52 This 12 day of Nov 19 75

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CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 264 THIS 16 DAY OF January 19 76

W.D. Ferguson CHANCERY CLERK

W.D. Ferguson

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Churchwood Development Corporation, a Mississippi corporation,

of the first part, hereinafter designated as the Grantor, Paul P. Wilson,

Trustee, of the second part, hereinafter designated as Trustee, and Schumacher Mortgage Company, Inc., a Delaware corporation,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of One Million and 00/100----------DOLLARS ($ 1,000,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of per centum per annum after date/ (adjusted as provided in the promissory note) , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: The principal of the promissory note is due and payable on demand, but if no demand is made the principal is due and payable nine (9) months after date, with interest from date upon the unpaid principal balances being due and payable on August 1, 1975 and on the first day of each month thereafter until the principal of the note is paid in full, and with interest after maturity at the rate in said note. The principal and interest on the note is due and payable at the office of the beneficiary at 5000 Poplar Avenue, Memphis, Tennessee, or at such other place as the holder may designate in writing.

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:

Lots 46-48; 50-124; 134-139; 141-153; 155-201 inclusive in Section A, Churchwood Estates Subdivision as shown by the plat recorded in Plat Book 12, Page 45 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Sections 2 and 3, Township 2 South, Range 8 West, containing in the aggregate 145 lots.

ALSO 52.9 acres being part of the B. G. Wright 134.06 acre tract of the Wright 280 acres in Sections 2 and 3, Township 2 South, Range 8 West, in DeSoto County, Mississippi, more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of U. S. Highway No. 51 (100 feet wide) and at the southeast corner of the B. G. Wright 134.06 acre tract a distance of 1909.74 feet northwardly as measured along the west line of U. S. Highway No. 51 from its

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point of intersection with the south line of Section 2, Township 1 South, Range 8 West, said Section Line being the center line of Church Road; thence north 88° 54' 53" west along the south line of the B. G. Wright 134.06 acre tract a distance of 3060.27 feet to a point in the east line of the Illinois Central Railroad right of way; thence north 11° 02' west along said east line a distance of 207.46 feet to a point of curvature; thence northwardly along the east line of the Illinois Central Railroad right of way and on a curve to the right, having a radius of 3550 feet a distance of 596.87 feet to a point of tangency; thence north 1° 24' west along said east line a distance of 246.43 feet to a point in the south line of Section "A", Churchwood Estates Subdivision; thence with the meanders of the south line of Section "A", Churchwood Estates Subdivision north 88° 36' east a distance of 175 feet to a point; thence south 1° 24' east a distance of 125.15 feet to a point; thence north 88° 36' east a distance of 176.9 feet to a point; thence east 130 feet to a point; thence south 30 feet to a point; thence east 1078.59 feet to a point; thence north 10° 46' west 23.53 feet to a point; thence north 79° 14' east 150 feet to a point; thence north 10° 46' west 11.52 feet to a point; thence north 79° 14' east 300 feet to a point; thence south 10° 46' east 659 feet to a point; thence south 22° 06' 25" east 56.45 feet to a point; thence north 67° 53' 35" east 125 feet to a point; thence south 22° 06' 25" east 10.41 feet to a point; thence north 79° 14' east 529.65 feet to a point in the west line of the Richard Wright Lot; thence south 17° 59' east along the Richard Wright and F. R. Wright lots 398.94 feet to a point; thence north 80° 27' east along the south line of the F. R. Wright lot 212.14 feet to a point in the west line of U. S. Highway No. 51; thence south 18° 12' east along said west line a distance of 173.67 feet to the point of beginning, and containing 52.92 acres of land.

ALSO the north 45.593 acres of the 134.31 acres conveyed by F. R. Wright, Jr. to Churchwood Development Corporation by deed recorded in Book 113, Page 15 in said County in Sections 2 and 3, Township 2 South, Range 8 West, more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of U. S. Highway No. 51 (100 feet wide) and at the northeast corner of the F. R. Wright 134.31 acre tract a distance of 1909.74 feet northwardly as measured along the west line of U. S. Highway No. 51 from its point of intersection with the south line of Section 2, Township 2 South, Range 8 West, said Section Line (See attached Addendum "A")

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 7th day of July 19 75.

CHURCHWOOD DEVELOPMENT CORPORATION

ATTEST:

Secretary

By: William B. Gay, Jr.
President

STATE OF ~~XXXXXXXXX~~ TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named WILLIAM B. GAY, JR.

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 7th day of JULY 19 75.

My Commission Expires: June 5, 1978

Jean Young, Notary Public

ADDENDUM "A"

being the center line of Church Road; thence south 18° 12' east along the west line of U. S. Highway No. 51 a distance of 28.7 feet to the northeast corner of the Home Telephone Company Lot; thence south 71° 43' west along the north line of the Home Telephone Company Lot a distance of 299.97 feet to the northwest corner thereof; thence south 18° 22' east along the west line of the Home Telephone Company Lot a distance of 250.4 feet to the southwest corner thereof; thence north 71° 18' 15" east along the south line of the Home Telephone Company Lot a distance of 299.25 feet to a point in the west line of U. S. Highway No. 51; thence south 18° 12' east along said west line a distance of 426.16 feet to a point; thence north 88° 54' 53" west parallel to the north line of the F. R. Wright 134.31 acre tract a distance of 3149.99 feet to a point in the east line of the Illinois Central Railroad right of way; thence north 11° 02' west along said east line a distance of 678.78 feet to a point in the north line of the F. R. Wright 134.31 acre tract; thence south 88° 54' 53" east along said north line a distance of 3060.27 feet to the point of beginning, and containing 45.593 acres of land.

This deed of trust is given on condition that one lot in Section A, Churchwood Estates Subdivision, described above, be released from this deed of trust upon the payment of each $5,000.00 on the principal indebtedness secured hereby, and one acre be released from the 52.92 acre tract and the 45.593 acre tract described above for each $3,000.00 paid on the principal indebtedness secured by this deed of trust.

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STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF ~~DESOTO~~ SHELBY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
William B. Gay, President, and Max B. Ostner, Jr., Secretary,

respectively of the above named Churchwood Development Corporation
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 7th day of July, 19 75.

Jean Young, Notary Public

My Commission Expires: June 5, 1978

WALKER, FRANKS, RONE, BRIDGFORTH & WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 7 day of July 1975, and that the same has been
recorded in Book 187 Page 487 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of July 1975.
Fees $6.00 pd.
SEAL H. H. Ferguson, CLERK

LAND DE

Filed for Record
1:30

STATE OF MISSIS

I certify that t
record in my office
the
and was duly reco

Book No.
Witness my
day of

PUBLISHED BY
JACKSON

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PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiaries of that certain deed of trust made and executed by Kelly Land & Investment Co., Inc. and Rex B. Darley, with Joel P. Walker, Trustee for the undersigned beneficiaries, dated April _____, 1969 recorded in Book 109, Page 103, Chancery Clerk's Office, DeSoto County, Mississippi and deed of trust to the undersigned beneficiaries dated April 21, 1970 recorded in Book 117, Page 84, Chancery Clerk's Office, DeSoto County, Mississippi and deed of trust to the undersigned beneficiaries dated April 27, 1971 recorded in Book 127, Page 481, Chancery Clerk's Office, DeSoto County, Mississippi, do hereby release from the lien of said instruments the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

Lot 18, Germantown Manor Subdivision, Section "B", situated in Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi as shown by plat of record in Plat Book 9, Pages 27 and 28 in the office of the Chancery Clerk of DeSoto County, Mississippi to which reference is herein made.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect.

The undersigned beneficiaries in that certain deed of trust named herein, hereby authorizes the Chancery Clerk to make the appropriate marginal notation on the face of the lien instruments.

WITNESS OUR SIGNATURES this the 3rd day of July, 1975.

Robert B. Bryant

Dorothy M. Bryant

Vay McElwrath

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 Vay McElwrath, Dorothy M. Bryant, and Robert B. Bryant, who acknowledged that they signed and delivered the above and foregoing partial release on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 3rd day of July, 1975.

Notary Public

My Commission Expires:
5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A M. 7 day of July 1975, and that the same has been
recorded in Book 187 Page 492 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of July 1975.
Fees $3.00 pd.
SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto WILLARD H. CHILDERS and wife, C. LORENE CHILDERS, or survivor, that certain Deed of Trust executed by CHARLES H. AUGUSTINE and wife, JUANITA HOLLOWAY AUGUSTINE, to B. L. Garner, Trustee, for the benefit of Charles Taylor Realty, Inc., A Mississippi Corporation, dated March 8, 1974, securing a note in the sum of $4,500.00, recorded in Book 172, Page 209, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 7th day of July, 1975.

CHARLES TAYLOR REALTY, INC.
A Mississippi Corporation

(S E A L)

Charles Taylor
Charles Taylor, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHARLES TAYLOR, who acknowledged to me that he is the President of Charles Taylor Realty, Inc., A Mississippi Corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 7th day of July, 1975.

Notary Public

My Commission Expires:
Sept. 3 1979
My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 493 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.

Fees $ 2.50 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 March 3, 1975, executed by Castle Builders, Inc. to Edwin C. Hardin as Trustee (s) First National Bank, Southaven, Miss. as Beneficiary, which Deed of Trust is recorded in Book 160, Page 395, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First National Bank, Southaven, Miss named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Castle Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 90, 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 Castle Builders, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 1st day of July, 1975.

FIRST NATIONAL BANK, Southaven, Miss.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery, the President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 1st day of July, 1975.

Bobbie M. Braswell
Notary Public

My Commission expires:
My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M., 2 day of July 1975, and that the same has been recorded in Book 187 Page 494 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of July 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 229 PAGE 652
THIS 21 DAY OF August 19 78
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Robert H. Crocker and wife, Patricia Crocker

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 Thirteen Thousand Four Hundred Thirty Seven and 60/100----------DOLLARS ($13,437.60) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8% per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 48 equal monthly installments of $279.95 each, the first installment to be due on or before the 15 day of August, 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 on or before due date as per 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:

Lot 18, Germantown Manor Subdivision, Section "B", situated in Section 21, Township 1 South, Range 6 West, DeSoto County, Mississippi as shown by plat of record in Plat Book 9, Pages 27 and 28 in the office of the Chancery Clerk of DeSoto County, Mississippi to which reference is herein made.

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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 3rd day of July, 19 75.

Robert H. Crocker

Robert H. Crocker

Patricia Crocker

Patricia Crocker

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 H. Crocker and wife, Patricia Crocker 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 7th day of July, 19 75.

My Commission Expires: My Commission Expires Feb. 3, 1979

Betty L. Hollowell
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. 7 day of July 1975, and that the same has been
in Book 187 Page 495 records of REAL ESTATE TRUST DEED
of said County.
Fees $ 5.00 pd.

SEAL W. D. Ferguson CLERK

498

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiaries of that certain deed of trust made and executed by Kelly Land & Investment Co., Inc. and Rex B. Darley, with Joel P. Walker, Trustee for the undersigned beneficiaries, dated April _____, 1969 recorded in Book 109, Page 103, Chancery Clerk's Office, DeSoto County, Mississippi and deed of trust to the undersigned beneficiaries dated April 21, 1970 recorded in Book 117, Page 84, Chancery Clerk's Office, DeSoto County, Mississippi and deed of trust to the undersigned beneficiaries dated April 27, 1971 recorded in Book 127, Page 481, Chancery Clerk's Office, DeSoto County, Mississippi, do hereby release from the lien of said instruments the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

> Lot 35, Germantown Manor Subdivision, Section "C", situated in Section 16 and 21, Township 1 South, Range 6 West, DeSoto County, Mississippi as shown by plat of record in Plat Book 10, Page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi to which reference is herein made.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect.

The undersigned beneficiaries in that certain deed of trust named herein, hereby authorizes the Chancery Clerk to make the appropriate marginal notation on the face of the lien instruments.

WITNESS OUR SIGNATURES this the 31 day of July, 1975.

Robert B. Bryant

Dorothy M. Bryant

Vay McElwrath

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Robert B. Bryant, Dorothy M. Bryant, and Vay McElwrath, who acknowledged that they signed and delivered the above and foregoing partial release on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 31 day of July, 1975.

Notary Public

My Commission Expires:
5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 498 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $ 2.50 pd.
SEAL H. D. 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

Perry Lee Bowlan and wife, Charlotte F. Bowlan

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

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

($ 5,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10% per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on or before the 26th day of June, 1976.

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

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

County of DeSoto

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

Lot 14, Section "A", Holiday Hills Subdivision, being a part of the Blocker Tract, Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as said plat appears of record in Plat Book 7, Page 6 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 30 day of June, 1975.

Perry Lee Bowlan

Perry Lee Bowlan

Charlotte F. Bowlan

Charlotte F. Bowlan

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 Lee Bowlan and wife, Charlotte F. Bowlan 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 June, 1975.

My Commission Expires: Nov. 6, 1976

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. 7 day of July 1975, and that the same has been
recorded in Book 187 Page 499 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of July 1975.

5.00

W. G. Ferguson Clerk

502

Assignment of this instrument recorded in
Fed. Home Loan Mtg. Corp.
Real Estate T/D book
No. 633 Page 62
This the 13 day of April 1993
W. E. Davis Clerk
by: D Woodard, DC.

Revised Sept., 1973

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Kiely D. Walker and wife, Frances B. Walker and _____ hereinafter designated Grantor, do hereby sell, convey and warrant unto Tom B. Scott, Jr., who is hereby appointed Trustee with full power and authority to execute this trust, the following described property situated in DeSoto County, Mississippi, to-wit:

Lot 450, Section "B" Revised, Southaven Subdivision in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 2, pages 14-16 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 Twenty-two Thousand Five Hundred and 00/100---- Dollars----------, evidenced by our certain promissory note of even date herewith, bearing interest at the rate of 7.75 % per annum from date 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:

$ 161.33 payable on the 1st day of September 1975, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid (or until the balance remaining due thereon is less than a full monthly payment aforesaid, in which event the last payment shall be such amount as may be necessary fully to discharge such debt); such payments, including principal and interest, to be applied first to interest on the entire principal then unpaid and the balance to the reduction of the principal of said debt.

At 616
HEDERMAN BROS., JACKSON, MISS.

CANCELLED BY AUTHORITY RECORDED IN BOOK
827 PAGE 742
THIS 9 DAY OF may, 19 96.
W. E. Davis
CHANCERY CLERK
By: M.T.DC.

(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 four per cent (4%) 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, for, 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 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 herein 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 effecting the change of ownership on its records.

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 Trustee's fee of ten per cent (10%), 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 in such priority as the law may provide, and lastly shall pay the remainder, if any, to Grantor.

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

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

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made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

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

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

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

TWENTY-SECOND: The wife (husband) of the aforesaid _____ 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 3d day of July 1975.

Kiely D. Walker Frances J. Walker

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Kiely D. Walker and his wife (her husband) Frances T. Walker, 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 3d day of July 1975.

Notary Public

My commission expires:

MY COMMISSION EXPIRES OCT. 15 1977

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M., 7 day of July 1975, and that the same has been recorded in Book 187 Page 502 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of July 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

to me to be the _____ and _____

respectively, of _____, a corporation, and who acknowledged before me that they (he) executed, 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 (he) having been first duly authorized so to do.

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

My commission expires:

Notary Public

Paid, Satisfied and Cancelled
This 21 day of Oct 1982
DeSoto Title Co., Inc. Trustee
Lloyd M. Ingram
President
Attest:
H. D. Ferguson
Chancery Clerk
By D. W. McClain, D.C.

DEED OF TRUST

This indenture made this 26th day of June, 1975, between Hunter Wedaman and wife, Hazel Wedaman 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 $ 5,145.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 85.75 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, the first installment due the 1st day of August, 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 296 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

Hunter Wedaman

Hazel T. Wedaman

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Hunter Wedaman and wife, Hazel Wedaman, 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 26th day of June, 1975.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
no minutes A M. 8 day of July 1975, and that the same has been
recorded in Book 187 Page 505 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

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DEED OF TRUST

This indenture made this 26th day of June, 1975, between Harold E. Wilson and wife, Alice C. Wilson 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 $ 2,756.75, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 45.94, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, the first installment due the 1st day of August, 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 212 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

Harold E. Wilson

Alice C. Wilson

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Harold E. Wilson and wife, Alice C. Wilson, 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 26th day of June, 1975.

Agnes Matherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 506 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.

Fees $2.50

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 SIDNEY B. JOHNSON AND WIFE, MARY J. JOHNSON

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

ROBERT S. CURBO of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND AND NO/100---------- DOLLARS ($ 5,000.00) evidenced by one 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:

Payable in 5 annual installments of $1,000.00 principal plus accrued interest thereon, the first of said installments being due and payable on or before the 20th day of June, 1976, with a like installment being due each year thereafter on or before the 20th day of June, of each successive year thereafter until paid in full.

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

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

COUNTY OF DESOTO

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

Lot 30, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Page 50-53 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY, RECORDED IN BOOK 949 PAGE 241
MISC 14 Dov 22
W. E. Davis
By M. Calvert D.C. CHANCERY CLERK

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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.

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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 20th day of June, 1975.

Sidney B. Johnson
SIDNEY B. JOHNSON

MARY J. JOHNSON
Mary Jane Johnson

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

SIDNEY B. JOHNSON AND WIFE, MARY J. 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 20th day of June, 19 75.

My Commission Expires: My Commission Expires June 2, 1977

Jean L. Cook
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 July 1975, and that the same has been
recorded in Book 187 Page 507 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of July 1975.

Fees $5.00 pd.

SEAL H. G. Ferguson clerk

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DEED OF TRUST

This indenture made this 26th day of June, 19 75, between
James J, Foster
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 $ 3150.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 49.10, and one ~~xxxxxxxxxxxxxxxx~~, the first installment due the 1st day of August, 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 212 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 6, Township 3, Range 9.

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

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said 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.

Cecil Askey

James J. Foster
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named James J. Foster, 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 26th day of June, 19 75.

Agnes Westbury
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 510 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $ 2.50 pd.
SEAL H. H. Ferguson, CLERK

511

22-3-7

Partial Release of this Instrument Recorded in Real Estate T D Book No. 191 Page 123
This 25 day of Sept. 1975
H. D. Ferguson Clerk

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

Paid, Satisfied and Cancelled
This ____ day of ____ 19__
Steven T. Thornton
Nora W. Davis
Attest
H. D. Ferguson
Chancery Clerk By D. Taylor D.C.

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Steven T. Thornton and wife, Sondra Thornton

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Richard Davis and wife, Nora W. Davis

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

Twelve Thousand Three Hundred and no/100---------- DOLLARS

($ 12,300.00) 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 January 1,1976 providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable in 20 semi-annual installments as follows:
Semi-annual installments due January 1, and July 1, for ten (10) years, beginning January 1, 1976, and ending July 1, 1985; each semi-annual installment in the amount of $882.98; no penalty will occur if early partial principal payment or early payment in full is made, however, if any early payment is made it will be deposited in North Mississippi Savings and Loan Association, Hernando, Mississippi, in escrow pursuant to the Substitution of Collateral Escrow Agreement this day signed, and any amount so paid into escrow will be considered the property of the purchasers until so paid to the sellers pursuant to said Substitute of Collateral Escrow Agreement; under no circumstances will the sellers receive more than $882.98 in semi-annual payments as provided in this note from the buyers, the escrow fund, or a combination of these two.

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 West 10.02 acres of the twenty acres in a block off the entire west end of the south eighty acres of the southeast quarter of Section 22, Township 3 South, Range 7 West, and being a portion of the land conveyed by L. N. Cleveland, Jr. to Richard Davis, et ux, recorded in Deed Book 54, at Page 178, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows, to-wit:
BEGINNING at the southwest corner of the southeast quarter of Section 22, Township 3 South, Range 7 West, which is a point along the north side of Bolin Road; thence north 85 degrees 17' 08" East along the north right-of-way of Bolin Road a distance of 330.33 feet to a point; thence north 5 degrees 01' 34" West a distance of 1321.24 feet to a point; thence south 85 degrees 18' 00" West a distance of 330.33 feet to a point; thence South 5 degrees 01' 34" East a distance of 1321.32 feet to the point of of beginning, and containing 10.02 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 7th day of July 19 75.

Steven T. Thornton
STEVEN T. THORNTON

Sondra Thornton
SONDRA THORNTON

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 T. Thornton and wife, Sondra Thornton 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 7th day of July 19 75.

My Commission Expires: My Commission Expires April 23, 1978

Rose B. Lofton
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A M. 8 day of July 1975, and that the same has been
recorded in Book 187 Page 511 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of July 1975.
5.00

Ferguson Clerk

514

Paid, Satisfied and Cancelled
This 28 day of August 19 75
Security Bank of Hernando
Martha S. Rucker

Attest
H. L. Ferguson
Chancery Clerk
By: M Mills

FOR REAL ESTATE, CHATTEL OR BOTH

John G. Hobbs, Jr., et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 3rd day of July 1975
between John G. Hobbs, Jr. and wife, Shirley D. Hobbs
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 Ten Thousand Five Hundred Sixty Dollars ($10,560.00) evidenced by a promissory note of even date, bearing interest at 10% from maturity, due and repayable in 120 equal monthly installments of $88.00, first of said installments shall be due August 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___, 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 he 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 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 south half of the northeast quarter of Section 29, Township 2, Range 8 West more particularly described as BEGINNING at a point on the west line of the northeast quarter of said Section 29, said point being 260 feet south of the northwest corner of the south half of the northeast quarter of said Section 29; thence north 84 degrees 58 minutes east 417.44 feet to an iron pin; thence south 5 degrees 30 minutes east and parallel to the west line of said northeast quarter 417.42 feet; thence south 84 degrees 58 minutes west 417.44 feet to a point on said west line; thence north 5 degrees 30 minutes west 417.42 feet along said west line to the point of beginning, containing 4.0 acres.

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.

First Party covenant 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 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.

Witness_____

John G. Hobbs, Jr.
Shirley D. Hobbs

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named John G. Hobbs, Jr. and wife, Shirley D. Hobbs who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of July 1975

(SEAL)

My Commission Expires:

Rebecca Lutz
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,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P M. 7 day of July 1975, and that the same has been recorded in Book 187 Page 514 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

515

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, the beneficiary, does hereby certify that a certain trust deed bearing date the 29th day of May, 1969, made and executed by BAXTER R. COOK and wife, BETTY JEAN COOK, of, to said association, 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. 110 on page 71 of the Record of Trust Deeds, on the 31st day of May, A. D. 1969, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By: Joe M Hudspeth (Name) Secretary (Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

LAFAYETTE

Personally came and appeared before me, the undersigned authority, a Notary Public (Name) JOE M. HUDSPETH, the Secretary (Title) in and for County and State aforesaid, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, 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 association, he being authorized so to do.

Given under my hand and seal of office this 3rd day of June, July, A. D. 19 75.

(SEAL)

Mary L. Lund

NOTARY PUBLIC

My Commission Expires: My Commission Expires March 4, 1978

LAWRENCE-HARDWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 515 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

516

Lot 196, Holly Hills S/D - Jackson

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated August 7, 1973, and given by Castle Builders, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 164, Page 407, in your office, same having been fully paid and satisfied.

EXECUTED this 2nd day of ~~May~~ July, 1975.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, Comptroller and Vice President, respectively of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 2nd day of ~~May~~ July 1975.

Lucille Brown
Notary Public

My Commission expires:
My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 516 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

22973

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, FIRST NATIONAL BANK, Hernando, Mississippi, ----------does hereby release from the lien of the Deed of Trust given by ALBERTINE - McCRORY BUILDERS, INC. ---------- for the benefit of First National Bank, Hernando, Mississippi, -------- which Deed of Trust is dated March 18 , 19 75, and recorded in Deed of Trust Book 184, Page 131 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. ✓ 554, Section "✓C", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, (DeSoto County, Mississippi), as per plat thereof in Plat Book 8, Pages ✓49 & 50, in the Office of the Chancery Clerk of said county.

In all other respects said Deed of Trust recorded in Deed of Trust Book 184, Page 131 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 ✓ 2nd day of ✓ July, 1975.

FIRST NATIONAL BANK
Hernando, Mississippi

By ✓ Jack W. Ussery
Jack W. Ussery, President

518

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, JACK W. USSERY, the President of FIRST NATIONAL BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 2nd day of July, 1975.

(SEAL)

Bett H. McIntosh
NOTARY PUBLIC

My Commission Expires: Jan. 24, 1979

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 July, 1975, and that the same has been recorded in Book 187 Page 517 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of July, 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

519

Government National Mtg Assoc

Assignment of this Instrument Recorded in Real Estate T D Book No. 190 Page 222 This the 2 day of Dec 19 75

H. D. Ferguson Clerk

PREPARED BY MORRIS WHITMAN, ATTY. 6041 Knight Arnold Road Memphis, Tennessee 38118

Assignment of this Instrument Recorded in Real Estate T D Book No. 241 Page 358 This the 19 day of April 19 79

H. D. Ferguson Clerk

National Mtg Co.

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

D-29195-SR

THIS DEED OF TRUST, made and entered into this 23rd day of JUNE, 19 75, by and between

VERNON L. WILSON AND WIFE, SHIRLEY MAXINE WILSON

, 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 765, SECTION B, NORTH ½, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto county, Mississippi, being more particularly described as follows:

Beginning at a point in the east line of Tulane Road 93.58 feet southwardly from the point of intersection of said east line and the south line of Normandy Drive; thence southwardly 70 feet with the east line of Tulane Road to a point, the northwest corner of lot 766; thence eastwardly 130 feet with the north line of lot 766 to a point in the west line of lot 776; thence northeastwardly 50.12 feet with the west line of lot 776 to a point in the south line of lot 811; thence northwestwardly 64.53 feet withthe south line of lot 811 to a point, the southeast corner of lot 764; thence westwardly 110 feet with the south line of lot 764 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED MAY 26, 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 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 premiums 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 1415 PAGE 5 THIS 26 DAY OF Nov 2001

W. E. Davis

By M. Cabi, DC CHANCERY CLERK

520

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 FIVE HUNDRED & NO/100-----* Dollars ($ *22,500.00---*), with interest from date at the rate of *SEVEN AND 3/4-----* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of*NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in*MEMPHIS, TENNESSEE*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED SIXTY ONE & 33/100-* Dollars ($ *161.33---*), commencing on the first day of *AUGUST*, 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 *JULY*, *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) ha S hereunto set HIS hand(s) the day and year herein first written above.

Vernon L. Wilson

VERNON L. WILSON

Shirley Maxine Wilson

SHIRLEY MAXINE WILSON

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Del Jean, the undersigned Notary Public in and for said County, the within named VERNON L. WILSON and SHIRLEY MAXINE WILSON, 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 JUNE, 1975.

My Commission Expires July 9, 1975

M. Del Jean

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 0 minutes P M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 519 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $5.00 pd.
SEAL H. P. Ferguson, CLERK

STATE OF

Deed

VERNON L.

DELTA TIT
Tru

NATIONAL

STATE OF Mississippi
County of
I,
Clerk of the Court
do hereby certify th
was filed for regist
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Record of Deeds, p
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Fee 5.00

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Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 190 Page 15
This the 2 day of Oct 1975
W. D. Ferguson Clerk

RECORDED BY
MORRIS WHITMAN, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 358
This the 16 day of Sept 19 76
W. D. Ferguson Clerk

VA Form 26-6321 (Home Loan)
Revised December 1965. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-29201-SR

THIS DEED OF TRUST, made and entered into this 16th day of JUNE, 19 75, by and between

DONNIE J. FRAZIER AND WIFE, LETTIE MAE FRAZIER

, 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 767, SECTION B, NORTH ½, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the east line of Tulane Road 228.58 feet southwardly from the point of intersection of said east line and the south line of Normandy Drive; thence southwardly 65 feet with the east line of Tulane Road to a point, the northwest corner of lot 768; thence eastwardly 130 feet with the north line of lot 768 to a point in the west line of lot 775; thence northwardly 65 feet with the west line of lots 775 and 776 to a point, the southeast corner of lot 766; thence westwardly 130 feet with the south line of lot 766 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED MARCH 21, 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 any Federal legislation or law or action be taken by any governmental authority which would permit the holder of the loan secured by this mortgage under the provisions of the Emergency Mortgage Relief Act of 1961, as amended, either (a) declare the debt due and payable because the mortgagor is ineligible for relief thereunder, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor hereby agrees that as long as this mortgage and the 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 768 PAGE 547
THIS 29th DAY OF June, 1995
W. E. Davis
CHANCERY CLERK
By: P. Stallings

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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 TWO THOUSAND FIVE HUNDRED & NO/100---* Dollars (*$22,500.00---*), with interest from date at the rate of *SEVEN AND 3/4-------* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED SIXTY ONE & 33/100--* Dollars (*$ 161.33----*), commencing on the first day of *AUGUST* , 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 *JULY* , *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.

Donnie J. Frazier
DONNIE J. FRAZIER

Lettie Mae Frazier
LETTIE MAE FRAZIER

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Val Jean, the undersigned Notary Public in and for said County, the within named DONNIE J. FRAZIER and LETTIE MAE FRAZIER, 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 JUNE, 1975.

M. Val Jean

My Commission Expires July 9, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 0 minutes P M. 8 day of July 1975, and that the same has been recorded in Book 187 Page 523 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $5.00 pd.
SEAL H. H. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
306 PAGE 650
THIS 10 DAY OF Nov. 1983
W. D. Ferguson
CHANCERY CLERK

PREPARED BY
MORRIS WHITWELL, ATTY.
[illegible]
MISSISSIPPI

VA Form 26-6322 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

DEED OF TRUST

D-71364-SR

THIS DEED OF TRUST, made and entered into this 27th day of JUNE, 1975, by and between

ROBERT E. ETHERIDGE AND WIFE, DONA J. ETHERIDGE

, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
STATE OF TENNESSEE, having its principal office and
post-office address at 4041 KNIGHT ARNOLD ROAD
Beneficiary: 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 property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 2621, SECTION M, SOUTHAVEN WEST SUBDIVISION, as shown on plat of record in plat book 4, pages 52 & 53, in Section 27, Township 1 South, Range 8 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 JUNE 12, 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 Assistance 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 pay all 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;

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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 SEVEN THOUSAND FIVE HUNDRED & no/100---* Dollars ($ *27,500.00--*), with interest from date at the rate of *EIGHT AND ½------* per centum (*8-½-* %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *TWO HUNDRED ELEVEN & 48/100--* Dollars ($ *211.48----*), commencing on the first day of *AUGUST* , 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 *JULY* , *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.

Robert E Etheridge
ROBERT E. ETHERIDGE

Dona J. Etheridge
DONA J. ETHERIDGE

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M Val Jean, the undersigned Notary Public in and for said County, the within named ROBERT E. ETHERIDGE and DONA J. ETHERIDGE, 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 27th day of JUNE, 1975.

M. Val Jean

My Commission Expires July 2, 1978

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 July 1975, and that the same has been recorded in Book 187 Page 527 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $ 5.00 pd.
SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Deed Book T 10
No. 208 Page 520
This the 22 day of Feb 1977
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T 10 Book
No. 188 Page 381
This the 30 day of July 19 75
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
468 PAGE 12
THIS 6th DAY OF April 19 84
W. E. Adams by DC

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

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

D-22973-SR

THIS DEED OF TRUST, made and entered into this 24th day of JUNE, 19 75 by and between

DAVID LEROY MONROE AND WIFE, BARBARA SUE MONROE

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
post-office address at STATE OF TENNESSEE, having its principal office and
Beneficiary: 4041 KNIGHT ARNOLD ROAD, 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 property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 554, SECTION C, REVISED, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 11, pages 13 and 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made fora more particular description of said lot,AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED APRIL 25, 1975.

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 in 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 by Holder 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 Serviceman'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 Serviceman'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;

Assignment of this Instrument Recorded in
Deed Book 1 12
No. 241 Page 357
This the 12 day of April 19 72
W. 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 TWO THOUSAND THREE HUNDRED & NO/100----* Dollars (**$** *32,300.00--*), with interest from date at the rate of *SEVEN AND 3/4----* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *TWO HUNDRED THIRTY ONE &* Dollars (**$** *231.59-----*), commencing on the first day of *AUGUST* , 19*75* , and continuing on the *59/100-* 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 *JULY* , *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.

David Leroy Monroe
DAVID LEROY MONROE

Barbara Sue Monroe
BARBARA SUE MONROE

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Valjean, the undersigned Notary public in and for said County, the within named DAVID LEROY MONROE and BARBARA SUE MONROE, 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 24th day of JUNE, 19 75.

My Commission Expires July 9, 1978

M. Valjean

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 July 1975, and that the same has been recorded in Book 187 Page 531 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 389 PAGE 241
THIS 29 DAY OF Jan 19 87
H. D. Ferguson
Chancery Clerk D.C.

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 190 Page 19
This the 2 day of Sept 19 75
H. D. [illegible] Clerk

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-22760-SR

THIS DEED OF TRUST, made and entered into this 25th day of JUNE, 1975, by and between

ALBERT C. GREEN, JR.

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

NATIONAL MORTGAGE COMPANY
STATE OF TENNESSEE
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

and existing under the laws of , a corporation organized and post-office address at , having its principal office 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 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 595, SECTION C, REVISED, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 11, pages 13 & 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED MAY 27, 1975.

ALBERT C. GREEN,SR. CO-MORTGAGOR ON THE INDEBTEDNESS DESCRIBED HEREIN, JOINS HEREIN FOR THE PURPOSE OF CONVEYING WHATEVER RIGHT, TITLE OR INTEREST HE MAY HAVE IN AND TO THE PROPERTY DESCRIBED HEREIN AND FOR THE PURPOSE OF OBLIGATING HIMSELF FOR PERFORMANCE OF ALL THE TERMS HEREOF.

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 STATE OF TENNESSEE a corporation organized of a certain promissory note of even date herewith in the principal sum of TWENTY SEVEN THOUSAND FIFTY AND NO/100---------- Dollars ($ 27,050.00------), 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 or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED NINETY THREE & 95/100------- Dollars ($ 193.95-------), commencing on the first day of AUGUST, 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 JULY, 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) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 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 pay all the extra amount of said deficit.

Albert C. Green Jr.
ALBERT C. GREEN, JR.

Albert C. Green Sr.
ALBERT C. GREEN, SR., CO-MORTGAGOR

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF SHELBY } SS:

Personally appeared before me M. Vallean, the undersigned Notary public in and for the said County, the within named ALBERT C. GREEN, JR. and ALBERT C. GREEN, SR. ~~XXXXXX~~, who acknowledged that he ~~x~~ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of JUNE 19 74

My Commission Expires July 3, 1975

M. Vallean

STATE OF MISSISSIPPI

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 July 1975, and that the same has been recorded in Book 187 Page 535 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.

Fees $ 5.50 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this instrument recorded in Real Estate T/D Book No. 190 Page 16 This the 2 day of Sept. 1925
H. G. Ferguson CHANCERY CLERK

Assignment of this instrument recorded in Real Estate T/D Book No. 241 Page 359 This the 19 day of April 1979
H. G. Ferguson CHANCERY CLERK

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

DEED OF TRUST

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

D-23709-SR

THIS DEED OF TRUST, made and entered into this 26th day of FEBRUARY, 1975, by and between

DONALD L. LINDEMAN AND WIFE, CAROL L. LINDEMAN

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY , a corporation organized
and post-office address at STATE OF TENNESSEE , having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD , hereinafter called the
MEMPHIS, TENNESSEE 38118

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

LOT 50, AND NORTH PART OF LOT 49, ACREE PLACE SUBDIVISION, as shown on plat of record in plat book 8, pages 35 and 36, in Section 18, Township 3 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the west line of Salina Cove 260.85 feet northwardly from the point of intersection of said west line and the north line of OakGrove Road E; thence northwardly 42 feet with the west line of Salina Cove to an iron pipe in the southwest corner of lot 51; thence northwardly 122.19 feet with the west line of lot 51 to a point; thence northwestwardly 151.1 feet to a point in the east line of lot 38; thence southwardly 53.68 feet with the east line of lot 38 to a point in the east line of lot 38 10 feet south of the southwest corner of lot 50; thence southeastwardly 172 feet with a line to the point of beginning, said point of beginning * being 7 feet south of the southeasterly most corner of lot 50, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 24, 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 FOUR THOUSAND FOUR HUNDRED AND NO/100---------- Dollars ($ 24,400.00-----), 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 FOUR & 95/100---------- Dollars ($ 174.95------), commencing on the first day of APRIL, 19 75 and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 2005.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 329 PAGE 508 THIS 31 DAY OF Aug. 19 79
H. G. Ferguson CHANCERY CLERK D.S.

(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

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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 hereunto set hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 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 pay all the entire amount of said deficit.

Donald L. Lindeman
DONALD L. LINDEMAN

Carol L. Lindeman
CAROL L. LINDEMAN

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Val Green, the undersigned Notary Public in and for the said County, the within named DONALD L. LINDEMAN and CAROL L. LINDEMAN, 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 26th day of FEBRUARY, 19 75

My Commission Expires July 9, 1978

M. Val Green
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF } ss:

I, , Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 3 o'clock P. M., on the day of 19 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 3 o'clock no minutes P M., 8 day of July 1975, and that the same has been recorded in Book 187 Page 538 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of July 1975.
Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
229 PAGE 623
THIS 21 DAY OF August 1978
W. 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 LOUIE H. NICHOLS

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

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

SEVEN THOUSAND EIGHT HUNDRED AND NO/100---------- DOLLARS

($ 7,800.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ~~10~~ Short Rate 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 three (3) years from date which shall be on or before the 25th day of June, 1978.

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

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

COUNTY OF DESOTO

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

Lot 35, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Page 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 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 June 19 75.

Louie H Nichols

LOUIE H. NICHOLS

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

LOUIE H. NICHOLS 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 25th day of June, 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
45 minutes A M. 9 day of July 1975, and that the same has been
recorded in Book 187 Page 541 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.00 pd.

W. G. Ferguson, Chancery Clerk

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Paid, Satisfied and Cancelled
This 17 day of Sept. 1976
Security Bank of Hernando
By California Cashier

Attest
H. D. Ferguson
Chancery Clerk By: M. Myers

FOR REAL ESTATE, CHATTEL OR BOTH

H. C. Anderson,
a Widower,

To { DEED OF TRUST

Security Bank of Hernando,
Hernando, Mississippi

THIS INDENTURE, Made this 27 day of June, 19 75
between H. C. Anderson, a widower, acting by Leslie Anderson, his duly authorized Agent and Attorney in Fact, Party of the first part,
and Security Bank of Hernando, Hernando, Miss., Party of the second part,

WITNESSETH, That whereas, Arthur Wayne Anderson, Leslie Anderson, Arthur Wayne Anderson, Jr. and Tallulah A. McElroy are indebted to Second Party in the sum of Twenty Thousand Dollars ($20,000.00), evidenced by their one joint note of even date herewith for said amount, and due and payable in 5 equal annual installments of principal in the amount of $4,000.00 each, with one of said installments due on or before July 1 of each of the years 1976 through 1980, respectively, and with each of said installments bearing nine (9) percent interest per annum, payable annually, from date until paid, said interest being payable annually on the unpaid entire principal balance, and with said note evidencing funds advanced them for purchase of personal property and store equipment

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 F. C. Holmes, Jr. 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:

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

The South Half of the Southwest Quarter of the Southwest Quarter of Section Right (8), Township Three (3), Range Seven (7) West, containing 20 acres, more or less, and being part of the lands conveyed to First Party by M. R. Rodgers and wife, by Warranty Deed dated January 10, 1957, and of record in Book 43, Page 413 of the Deed Records of DeSoto County, Mississippi.

First Party warrants that this trust deed is a first lien against said lands and that said lands are subject only to Oil, Gas, and Mineral Lease held by The Anschutz Corporation of Denver, Colorado, said lease being dated April 14, 1973, and of record in Book 2, Page 23 in the Chancery Court Clerk's Office, DeSoto County, Mississippi, and to the existing right of way for McCracken Public Road on the West side of said lands.

The aforementioned note provides, and First Party hereby agrees, that the failure of the Makers of said note to pay any one of said annual installments of principal when due, or said annual interest, is to operate at the option of the owner or holder of said note, to mature the entire indebtedness and the same may be declared at once due and payable.

By way of explanation, First Party is the father of first two above named Makers of said note and Grandfather of last two above named Makers of said note, and this deed of trust is given as additional security to the Security Agreement given by the Makers of said note to Second Party and which covers personal property and equipment that they acquired with funds advanced them by Second Party for their use in "Andersons Country Market Store.".

I, the said Leslie Anderson, am duly authorized and empowered to act as such Agent by virtue of General Power of Attorney tome, dated March 30, 1973, and of record in Power of Attorney and Contract Book 41, Page 388 in the Chancery Court Clerk's Office, 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 makers of said note 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 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 this stead.

Witness my signature the date written above.

Witness

H. C. Anderson

By Leslie Anderson
Leslie Anderson, Agent and Attorney In Fact

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned Notary Public of said County, the within named Leslie Anderson, as Agent and Attorney in Fact for H. C. Anderson, a widower,

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, and in her capacity as such agent and attorney in fact.

Given under my hand and official seal, this 27 day of June, 19 75

My Commission Expires: (SEAL)

Lola H. Robinson
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 05 minutes A M. 9 day of July 1975, and that the same has been recorded in Book 187 Page 544 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 100
THIS 13 DAY OF June 1979
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto ACCOUNT # 40266-9

WHEREAS, Charles A. Williams and Nellie Benoit Williams

parties of the first part,

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., party of the second part, in the sum of
Holder

Twenty-three thousand five hundred twenty and no/100---------- DOLLARS
(Total Amount of Note / Total of Payments)

($ 23,520.00) as evidenced by a promissory note dated July 8 19 75

with the Amount of Loan (Amount Financed) of ..... $ 12,670.00

Finance Charge (Precomputed Charges) of ..... $ 10,850.00

Annual Percentage Rate ..... 19.82 %

and due and payable in 84 installments of $ 280.00 each beginning August 8, 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:

A tract of land located in Section 28, Township 1, Range 6 West, also being in Maywood Lake Lot Subdivision and more particularly described as follows to-wit:

Lot #61 on the East side of the main lake as designated on the Plat of the Shahkoka Lake Subdivision of record in Book 26 at page 31 of the Deed Records on file in the office of the Chancery Clerk of DeSoto County, Mississippi, reference being made to said Subdivision plat for a more accurate description.

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 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)

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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 8th day of July, 19 75.

Witnesses:

Gary L. Mills

Lori Rogers

Charles A Williams

Nellie Benoit Williams

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Tate

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named

Charles A. Williams & Nellie Benoit Williams, 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 under my hand and official seal, this 8th day of July, 19 75.

Brenda J. Parker
Notary Public

My commission expires: My Commission Expires May 8, 1979

STATE OF MISSISSIPPI AFFIDAVIT

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 9 day of July 1975, and that the same has been recorded in Book 197 Page 545 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 3.00 pd.

SEAL H. W. Ferguson, CLERK

Street Address or Post Office Box

City, State and Zip Code

DEED OF TRUST

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 day of , 19 25 at o'clock M., and that the same together with the certificate and acknowledgement, 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.

Gene Fleming
200 Lee Cir
Senatobia 38668

3.00 pd

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CANCELLED BY AUTHORITY RECORDED IN BOOK 222 PAGE 32 THIS 22 DAY OF February 1978
H. G. Ferguson
CHANCERY CLERK

T R U S T D E E D

THIS INDENTURE, made this the 1st day of July, 1975, between MONDRELL L. SMITH and wife, SHIRLEY 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 EIGHT THOUSAND ONE HUNDRED EIGHTY and 64/100 DOLLARS ($8,180.64), which includes principal and interest, due and payable in 72 equal monthly installments of $113.62 each, beginning August 18, 1975, and due the 18th day of each subsequent and succeeding month until said principal and interest 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 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 676, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 141, Page 542, 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 confided, 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 1st day of July, 1975.

Mondrell L. Smith
Mondrell L. Smith

Shirley Smith
Shirley 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 Mondrell L. Smith and Shirley Smith, 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 1st day of July, 1975.

My Commission expires:

Bobbie B. Braswell
Notary Public

My Commission Expires Feb. 19, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P M. 9 day of July 1975, and that the same has been recorded in Book 187 Page 547 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees 2.50 pd.

SEAL H. G. Ferguson CLERK

548

CANCELLED BY AUTHORITY RECORDED IN BOOK
243 PAGE 426
THIS 30 DAY OF May 19 79
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Bobby K. Owens and wife,
Doris M. Owens
To { DEED OF TRUST
First National Bank,
Southaven

THIS INDENTURE, Made this 3rd day of July 19 75
between Bobby K. Owens and wife, Doris M. Owens, Party of the first part,
and First National Bank, Southaven, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Thousand Three Hundred Forty-Six and 48/100 Dollars ($2,346.48), which includes principal and interest, due and payable in 24 equal monthly installments of $97.77 each, beginning August 3, 1975, and due the 3rd day of each subsequent and succeeding month until said principal and interest are 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 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, and state of Mississippi, [illegible]

Lot 257, Section B, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 51 and 52, 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 147, Page 543, 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 its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Witness:

Bobby K. Owens

Doris M. Owens

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Bobby K. Owens and wife, Doris M. Owens who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of July 1975

(SEAL)

My Commission expires: 2-19-76

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no minutes P M. 9 day of July 1975, and that the same has been
recorded in Book 187 Page 548 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

549

Smith

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 Edwin A. Wilcher and wife Ruby L. Wilcher

TO Kimbrough Investment Company

and recorded in Book Number 97 at page 194 and assigned to Home Owners Federal Savings and Loan Association, Boston, Massachusetts by instrument recorded in Book 97 at page 307 of the Record of Deeds or Deeds of Trust in your office.

This 3rd day of July, 19 75

Home Owners Federal Savings and Loan Association

Henry McDonough

Henry McDonough, Vice President

Comm.
STATE OF Massachusetts

COUNTY OF Suffolk

Personally came and appeared before me, the undersigned authority in and for the said County and Comm. the within named Henry McDonough, acting for and on behalf of Home Owners Federal Savings and Loan Association, having been duly authorized so to act by proper order of said Corporation, who acknowledged to and before me that _____, acting in the Foregoing capacity, signed, sealed, and delivered and executed the foregoing instrument of writing on the day and year therein mentioned and for the purpose therein expressed.

Given under my hand and official seal this the 3rd day of July, , 19 75.

Joseph G. Moro
Notary Public

JOSEPH G. MORO
NOTARY PUBLIC
COMMISSION EXPIRES JULY 23, 1976

My Commission Expires: _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 9 day of July 1975, and that the same has been recorded in Book 187 Page 549 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.
Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

550

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 (formerly Bank of Olive Branch) of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 29th day of December 19 62, made and executed by Culley Rikard, et al _____ 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. 68 on page 498 of the Record of Trust Deeds, on the 9th day of March, A. D. 19 63, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

BANK OF MISSISSIPPI

By C. W. Kelly

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid C. W. Kelly who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 3rd day of July A. D. 19 75

My Commission Expires: Nov. 24, 1975

Linda C. Perry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 550 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

551

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 (formerly Bank of Olive Branch) of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 14th day of September 1968, made and executed by Culley Rikard, et al 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. 104 on page 254 of the Record of Trust Deeds, on the 16th day of September, A. D. 19 68, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

BANK OF MISSISSIPPI

By C W Kelly

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid, C. W. Kelly who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 3rd day of July A. D. 19 75

My Commission Expires: Nov. 24, 1975

Linda C. Berry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 0 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 554 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

552

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 (formerly Bank of Olive Branch) of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 6th day of September 1956, made and executed by Culley Rikard, 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. 50 on page 526 of the Record of Trust Deeds, on the 29th day of September, A. D. 19 56, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

BANK OF MISSISSIPPI

By O W Kelly

STATE OF MISSISSIPPI, DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority notary public in and for the County and State aforesaid, O. 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 3rd day of July A. D. 19 75

My Commission Expires: Nov. 24, 1975

Linda C. Perry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 0 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 552 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 paid.

SEAL H. P. Ferguson, CLERK

553

Assignment of this Instrument Recorded in Real Estate T/D Book No. 200 Page 565 This the 2 day of June 19 76
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 189 Page 682 This the 29 day of August 19 25
H. D. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2175m
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 8th day of July, 19 75, by and between Bobby Chancery and wife, Debbie V. Chancery, hereinafter called the Grantor; DeSoto Title Co. Inc., hereinafter called the Trustee, and James E. McGehee and Company, Inc., a corporation organized and existing under the laws of Tennessee, having its principal office and post-office address at 2200 Commerce Square, Memphis, Tenn., 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 17, 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.

Attempted CANCELLED BY AUTHORITY, RECORDED IN BOOK 1355 PAGE 336 THIS 14 DAY OF July 2001 W. E. Davis CHANCERY CLERK By B Cleveland DC

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

IN TRUST, HOWEVER, to secure to James E. McGehee and Company, Inc. a corporation organized and existing under the laws of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Thirty thousand three hundred and no.100---------- Dollars ($ 30,300.00), 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 James E. McGehee and Company, Inc 2200 Commerce Square in Memphis, Tennessee or at such other place as the holder may designate, in writing, in monthly installments of Two hundred Seventeen and 25/100---------- Dollars ($ 217.25), commencing on the first day of August, 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 July, 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.

Attempted CANCELLED BY AUTHORITY, RECORDED IN BOOK 1326 PAGE 354 THIS 11 DAY OF May, 2001 W. E. Davis CHANCERY CLERK By M. Calvi, DC

Hanover Capital Mtg Holdings Inc ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T/D BOOK NO. 999 PAGE 275 THIS THE 19 DAY OF May, 1998. W. E. Davis CHANCERY CLERK By M. Calvi, 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 days from the date hereof (written

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

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

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

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

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

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

Bobby Chancery

Debbie V Chancery

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me a Notary Public, the undersigned AUTHORITY in and for the said County, the within named Bobby Chancery and Debbie V. Chancery, 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 8 th. day of July, 19 75

My commission expires:
3-1-76

Barbara J Crenshaw
Notary Public

STATE OF MISSISSIPPI)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock ___ minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 553 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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1.10 acre lot

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 276 Page 146
This 25 day of Aug. 19 81
W.D. Ferguson Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Culley Rikard and wife, Anne R. Rikard, Gerald Culley Rikard and Betty Elaine Rikard

of the first part, hereinafter designated as the Grantor,

George S. McIngvale, 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 Thousand Nine Hundred Fifty-One Dollars 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 10% / ~~per annum~~ per from maturity ~~after~~, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 60 equal monthly installments of $115.86 each, first of said installments shall be due August 15, 1975 and one installment due each succeeding month thereafter until paid in full

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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:

3.72 acres in Section 33, Township 2, Range 6, DeSoto County, Mississippi, being more particularly described as beginning at a point in the south section line of Section 33, Township 2, Range 6 said point being 660.4 feet west of the southeast corner of the said Section 33; thence west with the south line of said Section 33, 539.6 feet to a point in the center line of the Hernando Road; thence with the center line of said Hernando Road north 32 degrees 15 minutes east 243 feet; thence continuing with the center line of said road north 54 degrees east 175 feet; thence continuing with the said center line north 50 degrees east 350 feet; thence south 536.2 feet to the point of beginning and containing 3.72 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 3 day of July 1975

x Culley Rikard

x Anne R Rikard

x Betty Elaine Rikard

x Jerald C Rikard

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 3 day of July 1975

My Commission Expires: June 18, 1977

Mary M. Lofton
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A.M., 10 day of July 1975, and that the same has been recorded in Book 187 Page 556 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.00 pd.

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 553
4 DAY OF Nov. 1975
H. D. Ferguson
CHANCERY CLERK

559

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 455, Section "C", Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.,

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($33,200.00) Thirty Three Thousand Two Hundred and no/100 Dollars due March 17, 1976. together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 1975

First Realty Building Corporation

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First Realty Building Corporation

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

Given under my hand and official seal, this 17th day of June 1975

Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 559 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

OF TRUST

From

To

SSIPPI

Chancery Clerk of said
y that this Deed of Trust
8:50 O'Clock A M.
, 19 75
ecorded in Book No.
Records in my office.
d seal this day
, 19

Clerk.

, D. C

3.50 pd

SOUTHAVEN, MISSISSIPPI 38671
241
, LTD.

561

CANCELLED BY AUTHORITY RECORDED IN BOOK
220 PAGE 572
THIS 13 DAY OF Jan. 1978
H. B. Tarpley
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 465, Section "C", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 33,900.00) Thirty Three Thousand Nine Hundred ----- Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 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 17th day of June 19 75

S 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 9 o'clock 50 minutes A. M. 27 day of June 1975, and that the same has been recorded in Book 187 Page 561 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.50 pd.

SEAL H. L. Ferguson, CLERK

RUST

PPI 38671

...ncery Clerk of said
...t this Deed of Trust
...:00 O'Clock A. M.,
June 19 75
...rded in Book No.
Records in my office
seal this day
19

Clerk

D. C.

5.50 pd.

...TD.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 545
THIS 25 DAY OF Oct. 1977
[redacted]
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 484, Section "C", Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in plat book 12, pages 39 and 40 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 & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($35,300.00) Thirty Five Thousand Three Hundred ------Dollars due March 17, 1976 together with interest accrued thereon.

bearing interest at the rate of 8.25 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 17th day of June 1975.

First Realty Building Corporation

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First REalty Building Corporation

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

Given under my hand and official seal, this 17th day of June 1975.

A B Bridgforth Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 27 day of June 1975, and that the same has been recorded in Book 127 Page 563 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Clerk of said Deed of Trust

O'Clock A M.,

, 1975

in Book No.

ts in my office.

this day

19

Clerk.

D. C.

3.50 pd

P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

UST

565

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 293
THIS 3 DAY OF May 19 76
CHANCERY CLERK

Deed of Trust
To

THIS DEED OF TRUST, Made and entered into this the 3rd day of July, 19 75,
by and between Andrew Odum, Jr. and Rosie Lee Odum

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
FOUR THOUSAND AND NO/100---- DOLLARS
($ 4,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

On or before October 11, 1975.

said note 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, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of
District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

One (1) acre, more or less, in Section 35, Township 1 South, Range 9 West, DeSoto County, Mississippi; Beginning at a point 1,036.6 ft. north and 40.0 ft. west of the southeast corner of Section 35; thence south 84 degrees 40 ft. west 396.0 ft; thence north 5 degrees 20 ft. west 110.0 ft.; thence north 84 degrees 40 ft. east 396.0 ft; thence south 5 degrees 20 ft. east along the west right of way of Poplar corner Road 110.0 ft. to the Point of Beginning. The directions are magnetic.

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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.

Andrew Odum, Jr.

Rosie Lee Odum

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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 ANDREW ODUM, JR. AND ROSIE LEE ODUM 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 31st day of July, A.D. 75

D. B. Bridgeforth
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

Chancery Court

Trust was filed for clock A. M., on 19 day of on page my office. office this 19

Chancery Clerk, D. C.

guaranteed state losses.

5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes A. M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 565 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK
541 PAGE 199
THIS 9th DAY OF May 1991
W. C. Davis
Chancery Clerk
Ivy D. Taylor, D.C.

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Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 251 Page 740
This the 8 day of Nov - 19 79
H. D. 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 7th day of July, 19 75, by and between John E. Ward and wife, Nancy C. Ward

, 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 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 1482, Section "D" Revised, Southaven West Subdivision in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 3, pages 25 and 26 in the office of the Chancery Clerk of DeSoto County, Mississippi, together with 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 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 of file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days of 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 Twenty-Two Thousand Five Hundred------ Dollars ($ 22,500.00), with interest from date at the rate of eight & 1/2 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, inJackson, Mississippi, 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Seventy-Three& 03/100-Dollars ($ 173.03), commencing on the first day of August , 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 July, ~~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, ~~xx~~ 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.

*and according to 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 (10.0 %) 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.

John E. Ward

John E. Ward

Nancy C. Ward

Nancy C. Ward

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for said County, the within named John E. Ward and Nancy C. Ward , 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 July , 1975.

My Commission Expires:
September 25, 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., 10 day of July 1975, and that the same has been recorded in Book 187 Page 569 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI
County of DESOTO
I, H. L. Ferguson, Clerk of the Chancery Court do hereby certify that the within instrument was filed for record in my office on the 10th day of July, 1975, and was duly recorded in Book 187 Page 569 of the Record of Deeds of said County.
Fee $5.00

Deed of Trust

P.O. BOX 211
SOUTHAVEN, MISSISSIPPI 38671

TRUST DEED

THIS INDENTURE, made this the 30th day of June, 1975, between JACK E. SMITH and wife, ALMA L. SMITH, Party of the First Part, and JAMES L. McMILLEN and wife, NANCY B. McMILLEN, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($2,500.00), with interest from date at the rate of Seven and One-Half percent (7 1/2%) per annum, repayable in 60 equal monthly installments of $50.10 each, beginning August 15,1975, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 7, Section A, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown in Plat Book 7, Page 9,of record 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 146, Page 322, 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 confided, 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 30th day of June, 1975.

Jack E. Smith

Jack E. Smith

Alma L. Smith

Alma L. 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 Jack E. Smith and Alma L. Smith, 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 30th day of June, 1975.

My Commission expires:

Billie B. Braswell

Notary Public

My Commission Expires Feb. 19, 1976

BILLIE BRASWELL, DESOTO COUNTY, MISSISSIPPI NOTARY PUBLIC

CANCELED BY AUTHORITY RECORDED IN BOOK 226 PAGE 282
THIS 20 DAY OF January 19 78
W. H. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 573 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 paid.

W. H. Ferguson

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CANCELLED BY AUTHORITY RECORDED in 1002
197 PAGE 654
THIS 29 DAY OF March 19 76
H. D. Ferguson
CHANCERY CLERK

A/C 11988

LAND DEED OF TRUST

WHEREAS, the undersigned William Frank Whitehearst ET UX., Euphaquay Whitehurst

indebted to H. A. Ashby, Jr., beneficiary,

in the sum of Ten Thousand Eighty Hundred and no/Loo ---------- 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 60 installments of $ 180.00 each, and a final installment of $ 180.00, on the 10th 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 H. A. Ashby, Jr., as Trustee, the following described property situated in the City of Hornlake, County of DeSoto and State of Mississippi, to-wit:-

Lot 989, Section "B" DeSoto Village Subdivision on Section 34, Township 1 South, Range8 West as shown by the plat recorded in Plat Book 8 Pages 12-15 in the office of the Chancery Clerk of Said County, Beginning at a point on the East line of Birchfield Circle a distance of 89.81 feet Southerly, as measured along the East line of Birchfield Circle, from the tangent intersection with the Southerly line of Birchfield Cove,said point of beginning being the most Westerly Corner of Lot 988: thence S 52°35'40" E. Along the line between Lots 988 and 989, a distance of 101.88 feet; thence S. 09 27'54' E, A Distance of 51.35 Feet; thence S 86 24'46" W, a distance of 51.35 feet to the most Easterly Corner of Lot 990; thence N 50 27'27"W a long the line between Lots 989 and 990, a distance of 101.88 feet; thence Northeasterly, along the East line of Birchfield Circle, on a curve to the left, having a radius of 173.00 feet and an arc distance of 65.00 feet to the point of beginning.

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. If this deed of trust is second and/or subordinate to a prior deed of trust executed by the undersigned, then in the event of default in the terms and provisions of said first deed of trust, the holder or holders hereof may exercise the right of foreclosure of this instrument even though no default exists herein.

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

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, 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 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 be cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium paid. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the 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 $50,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness hereinafter, 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 herein made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforementioned 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, 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 note, or either of them, shall for any reason desire so to do.

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

Witness the signature(s) of the undersigned this the 3 day of July, 19 75

William Frank Whitehurst
Eupha Quay Whitehurst

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named Frank William Whitehurst

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 3 day of July, 19 75.

(Notary Public)

My commission exp. 5/4/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
a.m. minutes A. M. 10 day of July 1975, and that the same has been
recorded in Book 187 Page 574 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of July 1975

H. D. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 422 386
THIS 4 DAY OF Dec. 19 87
T.D. Ferguson D.C.
Chancery Clerk

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

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of JULY, 19 75, among the Grantor, WILLIAM I. ECHOLS (a/k/a William Ira Echols) and wife, CAROL A. ECHOLS, (a/k/a Carol Ann Hendershott Echols), (herein "Borrower"), Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Senatobia, Mississippi, (herein "Lender").

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

Lots 316, 317 and 318 in Buena Vista Lakes Subdivision, Section C, as shown by the Plat recorded in Plat Book 5, at Page 18 in the office of the Chancery Clerk of DeSoto County, Mississippi, and meaning to describe three tracts of land located in Section 13, Township 4, Range 8, DeSoto County, Mississippi.

Assignment of this Instrument Recorded in Real Est T/D Book 335 Page 240
This the 3 day of April 1985
T.D. Ferguson Clerk
B.S.

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 Twenty 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 July 1, 2000; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully 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.

William I. Echols
WILLIAM I. ECHOLS —Borrower

Carol A. Echols
CAROL A. ECHOLS —Borrower

Route 2

Hernando, Mississippi 38632
Property Address

STATE OF MISSISSIPPI, DESOTO Tate ~~Bolivar~~ COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named WILLIAM I. ECHOLS and wife, CAROL A. ECHOLS, 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 JULY, A.D., 19 75.

My Commission expires: 7-5-76

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A M 10

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M., 10 day of July 1975, and that the same has been recorded in Book 187 Page 575 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.
Fees $ 7.00 pd.
SEAL H. P. Ferguson, CLERK

Paid, Satisfied and Cancelled
this 12 day of Dec 1984
The Hernando Bank
Hernando, Miss.
W. W. Ballard
Attest:
H. B. Ferguson
Cashier Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Mrs. Virginia R. Helton

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

Seventy Seven Hundred, Eighty Five and 60/100 - - DOLLARS

($ 7785.60) 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 $129.76 each; the first of said installments to become due and payable on or before the 15th day of August, 1975; with one installment due and payable on or before the 15th day of each succeeding month until whole of said indebtedness is paid with 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: The following described property located in the County of DeSoto and State of Mississippi, viz; 0.32 acres in the northeast quarter of Section 16, Township 3, Range 9, described as beginning at an iron pipe in the west line of a gravel street (30 feet wide) which separates the northeast and northwest quarters of the northeast quarter of said Section 16, which said pipe is a distance of 265.0 feet southwardly as measured along the West line of said street from its intersection with the south line of State Highway 304 (80 ft. wide) said beginning point being the southeast corner of the G. D. Riley lot; running thence westwardly along the south line of the Riley lot a distance of 136.5 feet to an iron pin at the southwest corner thereof; thence southwardly along an old fence line a distance of 100 feet to an iron pipe; thence eastwardly a distance of 141 feet to an iron pipe in the west line of said street; thence northwardly along the west line of said street a distance of 100 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 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 9 day of July 19 75

Mrs. Virginia R. Helton

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 Virginia R. Helton 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 9th day of July 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
NO minutes A M. 10 day of July 1975, and that the same has been
recorded in Book 187 Page 579 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 5.00 pd.

SEAL H. H. Ferguson, CLERK

582

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Verneda Ayers Wallace of Rt. 1, Box 67, Wall, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the ____ day of ____ 19____, made and executed by Andrew Odum, Jr. Jessie Wallace and et ux of P.O.Box 284,Wall, Miss. to Verneda Ayers Wallace 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 158 on page 521 of the Record of Trust Deeds, on the 11th day of May A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. Jessie Wallace died and left all of his personal property to Verneda Ayers Wallace as evidence by his Last Will & Testament dated March 18, 1971.

Verneda Ayers Wallace

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid Verneda Ayers Wallace 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 3RD day of July 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. 10 day of July 1975, and that the same has been recorded in Book 187 Page 582 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 8.50 ed.

SEAL H. H. Ferguson, CLERK

WHEN RECORDED MAIL TO:
Walter Rook
Post Office Box 92959
Los Angeles, California 90009

CORPORATION ASSIGNMENT OF DEED OF TRUST

AND ASSIGNMENT OF LEASES

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to ELTINGE, GRAZIADIO & SAMPSON DEVELOPMENT CO., a California partnership, all beneficial interest under that certain Deed of Trust and Assignment of Leases dated June 30, 1975, executed by AMERICAN VILLAGES INC., a California corporation as Trustor and Borrower, to LAWYERS TITLE INSURANCE CORPORATION, Trustee and T.I.M., INC. as Beneficiary and Lender, said Deed of Trust recorded as Instrument No. _____ on July 1, 1975, in book TD 187, page 369, of Official Records of the County Recorder's office of DeSoto County, State of Mississippi, and the Assignment of Leases recorded as Instrument No. _____ on July 1, 1975 in book PAC 43, page 239, of Official Records of the County Recorder's office of DeSoto County, State of Mississippi, each describing the subject land therein as more particularly set forth in that legal description attached hereto as Exhibit "A" and by this reference incorporated herein.

If there is a default under the subject Deed of Trust and Assignment of Leases, the undersigned hereby grants and assign to Eltinge, Graziadio & Sampson Development Company all rights to enforce the provisions of the Deed of Trust or to foreclose on the Deed of Trust without notice to the undersigned or without joining the undersigned as a party to any action or foreclosure and furthermore, the undersigned does hereby appoint Eltinge, Graziadio & Sampson Development Company its attorney in fact to enforce the provisions of the Deed of Trust or to foreclose upon same.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust and Assignment of Leases.

T.I.M., INC., a corporation

By _____

By _____

Attach AcknowledgemenTS

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On June 30 1975 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the ~~President~~ and DANIEL M. HERSCHER, known to me to be ASST Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Diane S. Andersen

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
DIANE S. ANDERSEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires May 12, 1978

SAFECO TITLE

Mize-165 (G.S.) Ack. Corporation (Rev. 12-63)
Staple
Staple

584

LEGAL DESCRIPTION

PARCEL I:

A part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the East line of Hudgins Road 230.08 feet South of the Southwest corner of Tennissippi Industrial Park, as measured along the East line of Hudgins Road; thence South 0 degrees 38 minutes 30 seconds East along the East line of Hudgins Road 182.25 feet to a point at the beginning of a curve to the left, having a radius of 522.97 feet; thence Southwardly along the arc of said curve and also being along the Easterly line of Hudgins Road 308.16 feet to a point at the end of said arc; thence South 36 degrees 20 minutes 40 seconds East along the Easterly line of Hudgins Road 209.96 feet; thence South 89 degrees 09 minutes 40 seconds East along the North line of future building area 208.0 feet to a point; thence South 0 degree 48 minutes 30 seconds West along the East line of Future Building Area 200.0 feet to a point in the North line of State Line Road; thence South 87 degrees 38 minutes East along the North line of State Line Road 151.66 feet; thence South 87 degrees 28 minutes 50 seconds East along the North line of State Line Road 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 175.0 feet to a point; thence South 87 degrees 28 minutes 50 seconds East 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 673.17 feet to a point; thence North 89 degrees 09 minutes 40 seconds West 786.57 feet to the point of beginning.

PARCEL II:

All those certain rights as set forth and established in that certain Declaration and Grant of Parking Rights, Right of Ingress and Egress, and of Restrictions dated August 12, 1974, and recorded concurrently herewith by and between George M. Eltinge, George L. Graziadio and James K. Sampson, Partners, d/b/a Eltinge, Graziadio & Sampson Development Co., a partnership, and Pacific Mutual Life Insurance Company, a California Corporation, in and to the following described land:

A part of the SW 1/4 of Section 13, Township 1 South, Range 9 West, Desoto County, Mississippi, more particularly described as follows:

Starting at a point in the East line of the Hudgins Road right of way, said point being the Southwest corner of the Tennissippi Industrial Park; thence South 0 degrees 38 minutes 30 seconds East along the East right of way line of Hudgins Road 412.33 feet to a point at the beginning of a curve to the left having a radius of 522.97 feet; thence along said curve and Easterly right of way line an arc distance of 308.16 feet; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way 209.96 feet to the true point of beginning; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way line 85 feet to a point at the beginning of a curve to the right having a radius of 632.97 feet; thence along said curve and Easterly right of way line an arc distance of 74.67 feet; thence South 55 degrees 22 minutes 50 seconds East 126.92 feet to a point in the North right of way line of State Line Road; thence along said North right of way line a distance of 9.74 feet; thence North 0 degrees 48 minutes 30 seconds East 200.00 feet; thence North 89 degrees 09 minutes 40 seconds West 208.00 feet to the true point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 182 Page 583 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 31 day of Aug 19 82
Joel Walker
Trustee

585

Attest
W. D. Ferguson
Chancery Clerk By T. E. Davis D.C.

DEED OF TRUST

This indenture made this 2nd day of July, 19 75, between Jessie C. Morgan and wife, Florence L. Morgan called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of $ 3,900.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 60.80, ~~xxxxxx~~ ~~xxxxx

586

DEED OF TRUST

This indenture made this 2nd day of July, 19 75, between Alried Q. Coats and wife, Mavis F. Coats 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 $ 5,523.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 57.93, and ~~one installment of $ xxxxxxxxxxx~~, the first installment due the 1st day of January, 19 76, 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 30 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, West.

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.

Alried Q. Coats

Mavis F. Coats

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Alried Q. Coats and wife, Mavis F. Coats, 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 2nd day of July, 1975.

Jane 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 1 o'clock 30 minutes P. M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 580 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $3.50

BY: H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 29th day of July 1982
DeSoto Title Co., Inc. Trustee
Leonard M. Ragsdale
President
Attest: H. D. Ferguson
Chancery Clerk
By: J. E. Davis, D.C.

587

DEED OF TRUST

This indenture made this 2nd day of ~~June~~ July, 19 75, between Burt O. Bramlett and wife, Betty B. Bramlett 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 $ 5,588.75, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 66.54, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, the first installment due the 1st day of August, 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 302 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

Burt O Bramlett

Betty B. Bramlett

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Burt O. Bramlett and wife, Betty B. Bramlett, 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 2nd day of ~~June~~ July, 19 75.

Jane 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 1 o'clock 30 minutes P M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 587 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 paid.

SEAL H. D. Ferguson, CLERK

588

ASSIGNMENT OF DEED OF TRUST

For value received, I, Charles A. Rossi, Jr., sell, assign and set over and transfer to Charles A. Rossi, Sr. and wife, Antoinette Rossi, the deed of trust given by Thurman R. Everhart and wife, Myrtle W. Everhart, dated June 29, 1970, recorded in Book 118, Page 274, in the office of the Chancery Clerk of DeSoto County, Mississippi. This is the same deed of trust assigned to me by instrument recorded in Book 168, Page 406.

The Chancery Clerk of said County is authorized to make a notation on the margin of the deed of trust in Book 118, Page 274 of this reassignment.

WITNESS my signature this 7th day of July, 1975.

Charles A. Rossi, Jr.

STATE OF FLORIDA

COUNTY OF BROWARD

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Charles A. Rossi, Jr. who acknowledged that he signed and delivered 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 7th day of July, 1975.

Notary Public

My Commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 9, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 05 minutes P M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 588 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 955 G/B

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 April 1st, 19 74, and duly recorded in Book 174 at Page(s) 401 of your records.

WITNESS the signature of the corporation, this the 2nd day of July, 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 2nd day of July, A.D., 19 75.

Carrie H. Ball
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. 10 day of July 1975, and that the same has been recorded in Book 107 Page 589 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

590

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 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 691, 694, and 701, 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 DeSoto County, Mississippi, 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 9th day of July, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: H. B. Goddard

H. B. Goddard, Vice President

ATTEST:

T. E. Mitchell, Jr. Assistant 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 H. B. Goddard and T. E. Mitchell, Jr., who acknowledged that as Vice President and Ass't. Vice Pres., 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 H AND and seal of office, this the 9th day of July, 1975.

Jesse E. Johnson
Notary Public

My Commission expires: 9-13-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 590 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $2.50

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 March 31,1975, executed by Castle Builders, Inc. to Edwin C. Hardin as Trustee (s) First National Bank, Southaven, Miss. as Beneficiary, which Deed of Trust is recorded in Book 184, Page 325, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First National Bank, Southaven, Miss named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Castle Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 90, 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 Castle Builders, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 1st day of July, 1975.

FIRST NATIONAL BANK, Southaven, Miss.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery and ~~XXX~~, the President and ~~XXX~~, ~~respectively~~ of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 1st day of July, 1975.

Bobbie B. Brasuell
Notary Public

My Commission expires:
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. 10 day of July 1975, and that the same has been recorded in Book 187 Page 591 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

592

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16,1972 executed by Wallace E.Johnson Enterprises, Inc., A Tennessee Corporation to David G. Williams and Joseph S. Sims as Trustee (s) for First National Bank of Memphis, Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, as Beneficiary, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 336, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforedescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

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

IN WITNESS WHEREOF the said First National Bank of Memphis, Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 10th day of July; 1975.

ATTEST:
Philip W Fink
Vice President

FIRST NATIONAL BANK OF MEMPHIS

By
Assistant 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 B. Mott Jones who acknowledge that as Assistant Vice President respectively, for and on behalf of and by authority of FIRST 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 1st day of July, 1975.

Lynda S. Smith
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 10 o'clock 30 minutes A. M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 592 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

H. P. 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 December 10, 1973, executed by Milton T. Schaeffer to William W. Simmons, III, as Trustee(s), which Deed of Trust is recorded Trust Deed Book 169, Page 241, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Memphis Trust Company 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 3rd day of July, 1975.

ATTEST:

Bobby L. Williams, Asst. Secretary

MEMPHIS TRUST COMPANY

By Earl H. Triplett, President

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STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before , the undersigned authority in and for said State and County, the within named EARL H. TRIPLETT, and BOBBY L. WILLIAMS, known to me to be the President and Assistant Secretary respectively of MEMPHIS TRUST COMPANY, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for and in behalf of MEMPHIS TRUST COMPANY, after being duly authorized so to do.

Given under my hand and seal this 7th day of July, 1975.

Notary Public

My commission expires My Commission Expires October 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M., 10 day of July 1975, and that the same has been
recorded in Book 187 Page 593 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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

CANCELLED BY AUTHORITY
BOOK 196 PAGE 516
THIS 26 DAY OF Feb 1976
CHANCERY CLERK

BOOK 195

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILLIAM H. AUSTIN, JR. and wife, LYNDA T. AUSTIN,

of the first part, hereinafter designated as the Grantor,

H. R. Garner, 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

---------- FIVE THOUSAND AND NO/100 - - - - - - - - - - - - - - - DOLLARS

with future advances up to an additional $100,000.00,
($5,000.00)/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 180 days from date, being January 15, 1976.

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

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

County of DeSoto,

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

(See next page.)

Copyright Mississippi Bankers Association

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(Property Description attached.)

BEGINNING at a point in the South line of Section 7, Township 2 (South), Range 8 West, (DeSoto County, Mississippi), said point being 1,950 feet West of the Southeast Corner of said section and also being the Southeast Corner of the W. H. Austin tract; thence West along said section line 660 feet to a point; thence North and parallel to the East line of said section 5,280 feet to a point in the North line of said section; thence East along said section line 330 feet to the Northeast Corner of said Austin tract; thence South along the East line of said Austin tract 2,640 feet to a point; thence East 330 feet to a point; thence South along the East line of said Austin tract 2,640 feet to the Point of Beginning; and containing 60 Acres, more or less, and being part of the same land conveyed in Tract I of Warranty Deeds recorded in Warranty Deed Book 114, Page 469 and Book 116, Page 485 in the Office of the Chancery Clerk of said county;

LESS AND EXCEPT: Two (2) Acres, more or less in the Southeast Quarter of the said Section 7, and being the same land conveyed in Book 71, Page 494 in said Clerk's Office; and,

LESS AND EXCEPT: Six (6) Acres, more or less, in the Northeast Quarter of the said Section 7; and being the same property conveyed by Warranty Deed of record in Book 88, Page 507 in said Clerk's Office; and,

LESS AND EXCEPT: Two (2) Acres, more or less, in the Northeast Quarter of the said Section 7 as conveyed by deed recorded in Book 73, Page 643 in said Clerk's Office; and,

LESS AND EXCEPT: One (1) Acre, more or less, in the Northeast Quarter of the said Section 7 as conveyed by deed recorded in Book 76, Page 142 in said Clerk's Office.

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 9th day of July, 1975.

William H. Austin, Jr.

Lynda T. Austin

Lynda T. Austin

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 H. AUSTIN, JR. and wife, LYNDA T. AUSTIN, 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 July, 1975.

My Commission Expires: April 3 1979

(SEAL)

My Commission Expires April 3, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock

P 10
187 595 July 11 and that the Real Estate

5.00 pd

598

This instrument prepared by Virginia Sandridge for Percy Galbreath & Son, Inc.

MISSISSIPPI --- ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, PERCY GALBREATH & SON, INC., a corporation of Memphis, Shelby County, State of Tennessee, hereby assigns and transfers and sets over unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, all its right, title and interest in and to that certain Deed of Trust made to said Percy Galbreath & Son, Inc. by Harry L. Mohler, a/k/a Harry Louis Mohler and wife, Venda L. Mohler dated May 6, 1975, and filed of record in Volume 185, Page 511, Office of the Clerk of the Court of Chancery, DeSoto County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of Twenty Three Thousand Five Hundred and NO/100---$23,500.00 Dollars, and all moneys due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 9th day of July, 1975.

PERCY GALBREATH & SON, INC.

By W. G. Farr
Senior Vice President

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, the undersigned, a Notary Public within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared W. G. Farr, Jr., Senior Vice President, with whom I am personally acquainted, and who upon oath stated that he is the Senior Vice President of Percy Galbreath & Son, Inc., a corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. G. Farr, Jr. acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

WITNESS my hand and official seal at office in Memphis, Tennessee, on this the day and date aforesaid.

Billie Pritchett
Notary Public

My Commission expires: September 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 11 day of July 1975 and that the same has been recorded in Book 107 Page 598 records of Real Estate of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $3.00

H. L. Ferguson

599

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACCOUNT # 31955-8

WHEREAS, Joseph Lamar Greer & wife, Beluah L. Greer

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

Two Thousand Four Hundred Ninety Six and No/100****** *
(Total Amount of Note / Total of Payments)
DOLLARS

($ 2496.00) as evidenced by a promissory note dated July 8 19 75

with the Amount of Loan (Amount Financed) of ..... $ 1862.69

Finance Charge (Precomputed Charges) of ..... $ 633.31

Annual Percentage Rate ..... 29.84 %

and due and payable in 24 installments of $ 104.00 each beginning August 8, 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

of Corinth, Ms. , as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to wit:

Three (3) acres in the west-half of Section 30, Township 3, Range 6 West, DeSoto County, Mississippi, more fully described as beginning at a point where the South right of way of Holly Springs Road intersects the west line of the Northeast Quarter of said Section 30; thence continuing East along said South right of way of Holly Springs Road for a distance of 625 feet more or less to a point; thence South 208 feet more or less; thence West 625 feet more or less to a point in the West line of said Northeast Quarter; thence North along the West Line of said Northwest Quarter 208 feet more or less to the point of beginning and containing exactly three acres.

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 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) his(s) legal representatives, heirs (successors) or assigns.

Miss. D/T (7 - 74)

600

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 8th day of July, 19 75.

Witnesses:

Gary L. Mist

/ Joseph Lamar Greer

/ Beulah L. Greer

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Tate

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Joseph Lamar Greer & Wife, Beulah L. Greer, 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 under my hand and official seal, this 8th day of July, 19 75.

Brenda J. Parker
Notary Public

My commission expires:
STATE OF MISSISSIPPI

AFFIDAVIT

My Commission Expires May 8, 1979

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 11 day of July, 1975, and that the same has been recorded in Book 187 Page 599 records of Real Estate of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

AFTER FILING, RETURN THIS DOCUMENT TO:
CITY FINANCE COMPANY OF MISSISSIPPI, INC.

220 E. Main Street
Street Address or Post Office Box

Senatobia, Ms. 38668
City, State and Zip Code

DEED OF TRUST

TO

_____, Trustee

THE STATE OF MISSISSIPPI,

DeSoto County

I, H. L. Ferguson, Clerk of the Chancery Court of DeSoto County, do hereby certify that the within named Trust Deed was filed for record in my office on the 11 day of July, 19 75 at 10 o'clock A M., and that the same together with the certificate and acknowledgement, 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.

601

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 (formerly Bank of Olive Branch) of Olive Branch Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 25 day of Sept. 19 73, made and executed by Pleasant Hill Baptist Church of DeSoto County, to Bank of Olive Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 166 on page 251 of the Record of Trust Deeds, on the 28 day of Sept., A. D. 19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bettie Lowdermilk

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid Bettie Lowdermilk who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10th day of July A. D. 19 75

Billy L. Hollowell

My Commission Expires Feb. 3, 1979

LAWRENCE-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 601 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 11 day of July 1975.
Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

602

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 (formerly Bank of Olive Branch) of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 15 day of June 19 71, made and executed by Henry V. Rollins Sr. and Mable Rollins of DeSoto County to Bank of Olive Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 129 on page 551 of the Record of Trust Deeds, on the 22 day of June, A. D. 19 71, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bettie Lowdon Clk

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, Betty Lowdon who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10th day of July A. D. 1975

Notary Public

My Comm. Expires Nov. 6, 1976

LAWYERS-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 10 day of July 1975, and that the same has been recorded in Book 187 Page 602 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

603

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 17 day of Jan. 1975, made and executed by Eugene C. Durham and Frances Durham of DeSoto County, to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 182 on page 642 of the Record of Trust Deeds, on the 23 day of Jan., A. D. 19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bettie Lowdermilk

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 Bettie Lowdermilk 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 July A. D. 19 75

Julia Bell, Notary Public

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 603 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

604

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 (formerly Bank of Olive Branch) of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 22 day of Oct. 1973, made and executed by Kemp Hill Sr. DeSoto County of , to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County County, in the State of Mississippi in Land Trust Deed Record No. 167 on page 549 of the Record of Trust Deeds, on the 30 day of Oct., A. D. 19 73, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bettie Lowdermilk

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, Bettie Lowdermilk 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 14 day of July A. D. 1975

J. Ann Bell, Notary Public

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 604 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $ 2.50 paid.

SEAL H. L. Ferguson, CLERK

605

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 10 day of Dec. 1975, made and executed by James E. Youngblood of DeSoto County, to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 182 on page 385 of the Record of Trust Deeds, on the 5 day of Jan., A. D. 19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bettie Lowdermilk

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, Bettie Lowdermilk 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 July A. D. 19 75

John B. Lee Notary Public

My Comm Expires Nov. 5, 197

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 605 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 11 day of July 1975.

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

606

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 Olive Branch

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

bearing date the 10 day of Jan. 19 69, made and executed by Earnest Saulsberry and

Bobbie Jean Saulsberry of DeSoto County, to Bank of Olive Branch

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

County, in the State of Mississippi in Land Trust Deed Record No. 106 on page 644

of the Record of Trust Deeds, on the 13 day of Jan., A. D. 19 69 is now fully paid

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

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

said County also as provided by law.

Bank of Mississippi (formerly Bank of Olive Branch

B. Lowdermilk

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, B. Lowdermilk 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 June A. D. 19 75

J. Ann Lolin

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

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

0 minutes A M. 11 day of July 1975, and that the same has been

recorded in Book 187 Page 606 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 11 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

607

Paid, Satisfied and Cancelled
This 13th day of April 19 76
Security Bank of Hernando
by: [illegible]
Attest
H. D. Ferguson
Chancery Clerk By [illegible] D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

WAYNE JONES, ET UX,
Grantors
To { DEED OF TRUST
WILLIAM F. HAGAN, TRUSTEE FOR SECURITY BANK OF HERNANDO, HERNANDO, MISS.,
Beneficiary

THIS INDENTURE, Made this 10th day of July 19 75
between Wayne Jones and wife, Lucy Beasley Jones, parties
of the first part,
and Security Bank of Hernando, 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 Twelve thousand four hundred fifty five & 52/100 Dollars ($12,455.52), evidenced by their one promissory note of like amount and even date herewith, repayable in 84 monthly installments of $148.28 each, with the first monthly installment being due and payable on or before August 20, 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 say 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 on hand, and all the crops of every kind to be grown by and totally or any lands 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 South Half of the East Half of the Southeast Quarter of Section 18, Township 3, Range 8 West, DeSoto County, Mississippi, and more particularly described as follows:

BEGINNING at the Southeast corner of the Larry G. Rowsey, et ux, tract, which point is where the west line of the East Half of said Southeast Quarter intersects the North right of way of Oak Grove Road; thence East 260 feet parallel to the right of way for Oak Grove Road; thence North 255 feet to a stake; thence West 260 feet to the said Larry G. Rowsey East line; thence South along the said Larry G. Rowsey East line 255 feet to the point of beginning.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~day as~~ as aforesaid ~~in~~, then this instrument to be void, but in default thereof the said Trustee shall take possesion 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.

Wayne Jones
Wayne Jones

Witness

Lucy Beasley Jones
Lucy Beasley Jones

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Wayne Jones and his wife, Lucy Beasley 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 10th day of July, 19 75

MY COMMISSION EXPIRES: (SEAL)
My Commission Expires April 16, 1977

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 30 minutes P M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 607 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

2.50 pd.

H. D. Ferguson, CLERK

608

CANCELLED BY AUTHORITY RECORDED IN BOOK 1
259 PAGE 678
THIS 5 DAY OF June 1980
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JOE BILLY MYRACLE, ET UX,
Grantors

To { DEED OF TRUST

W.E.WILROY, TRUSTEE FOR THE HERNANDO BANK,
Beneficiary

THIS INDENTURE, Made this 7th day of July 19 75
between Joe Billy Myracle and wife, Barbara JoAnn Myracle, parties
of the first part,
and The Hernando Bank, 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 four hundred ninety nine & 88/100 dollars ($6,499.88) 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 $108.33 each, with the first monthly installment being due and payable on or before the ____ day of August, 1975, and one installment is due and payable on or before the ____ 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 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 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

A parcel of land lying in the Northeast Quarter of Section 3, Township 3, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point on the half mile line of Section 3, Township 3, Range 8 West that is located 1020.61 feet west of the southeast corner of the northeast quarter of said section, said point being located in the center of a gravel road and being marked with an iron pin; thence S 84° 45' W along said half mile line a distance of 816.83 feet to a point in the center of the gravel road marked with an iron pin; thence N 4° 45' W a distance of 1066.56 feet to a point marked with an iron pipe; thence N 84° 45' E a distance of 816.83 feet to a point marked with an iron pipe; thence S 4° 45' E a distance of 1066.56 feet to the point of beginning; containing 20.0 acres, more or less. All bearings are magnetic.

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

Witness our signature the date written above.

Witness

Joe Billy Myracle

Barbara JoAnn Myracle

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Joe Billy Myracle and wife, Barbara JoAnn Myracle

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

Given under my hand and official seal, this 7th day of July 75

MY COMMISSION EXPIRES: 8-11-78 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 608 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees 2.50

H. P. Ferguson, CLERK

PREPARED BY SMK
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 William C. Clement and wife, Nancy W. Clement, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated June 11, 1975, securing a note in the sum of $ 34,350.00, recorded in Book 186, Page 641, 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 $ 34,350.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of July, 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 9th day of July, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin 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 Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 9th day of July, 1975.

Judith Combs
NOTARY PUBLIC

2/71/226

My Commission Expires Sept. 13, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 11 day of July 1975, and that the same has been recorded in Book 187 Page 609 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

610

Modification Agreement
of this Instrument Recorded in
Real Estate T/D Book
No. 273 Page 185
This the 25 day of May 19 81
H. D. Ferguson Clerk

Modification Assumption Agreement
of this Instrument Recorded in
Real Estate T/D Book
No. 298 Page 376
This the 7 day of June 19 83
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 419 PAGE 607
THIS 30 DAY OF Oct. 19 87
H.D. Ferguson Chancery Clerk

Appointment of Substitute Trustee
Instrument Recorded in Book No. 379 Page 335
This 13 day of Oct 19 86
H.D. Ferguson Clerk
D.S.

Revised Sept. 1975

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, ~~we~~ XX TWO-JACKS, INC., a Tennessee Corporation, acting by and through its duly and legally authroized officer, Jack A. Adams, Sr., President, ~~XXX~~ _____ 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:

5.05 acres, containing 220,000 square feet, situated in Section 24, Township 1 South, Range 6 West and being more particularly described as follows, to-wit:

The point of beginning is the southwest corner of the herein described parcel and said point of beginning lies 1,841.11 feet North of the intersection of the centerline of Desoto Road with the centerline of Bethel Road and 1189.03 feet east of the centerline of Bethel Road measured at right angles to Bethel Road from said point of beginning; thence North 400 feet to a point; thence East at an internal angle of 90 degrees, 550 feet to an iron pin found; thence south at an internal angle of 90 degrees, 400 feet to a point; thence west at an internal angle of 90 degrees, 550 feet to the point of beginning.

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the realty; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise appertaining, to any, or all of said property.

IN TRUST, HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated as the "ASSOCIATION", or Beneficiary, in the sum of THREE HUNDRED FIFTY-SEVEN THOUSAND, FIVE HUNDRED AND NO/100 -----DOLLARS ($357,500.00), evidenced by our certain promissory note of even date herewith, bearing interest at the rate of 10 1/2 % per annum from date 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:

$ 3,954.00 payable on the 1st day of September, 19 75, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid (or until the balance remaining due thereon is less than a full monthly payment aforesaid, in which event the last payment shall be such amount as may be necessary fully to discharge such debt); such payments, including principal and interest, to be applied first to interest on the entire principal then unpaid and the balance to the reduction of the principal of said debt.

At 616
ACKERMAN BROS., JACKSON, MISS.

(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 anvual 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 four per cent (4%) 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 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 herein 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 effecting the change of ownership on its records.

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 Trustee's fee of ten per cent (10%), 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 in such priority as the law may provide, 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 herein the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument; and this Assignment shall include all ground leases now in effect or those

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made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

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

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

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

TWENTY-SECOND: It is understood and agreed that the Association, its successors or assigns, may upon thirty days written notice declare the entire balance of the indebtedness secured hereby and accrued interest due and payable at any time after ten (10) full years of amortization.

TWENTY-THIRD: It is understood and agreed between the parties hereto their successors and assigns, that in the event the Grantor makes any prepayments on the indebtedness hereby secured whether partial or in full, there will be a prepayment penalty as follows: Five (5) per cent of the remaining principal balance during the first eight (8) years; four (4) per cent of the remaining principal balance during the ninth year; three (3) per cent of the remaining principal balance during the tenth year; two (2) per cent of the remaining principal balance during the eleventh year; and one (1) per cent of the remaining principal balance during the twelfth through the fifteenth years.

TWENTY-FOURTH; It is understood and agreed that the Grantor will furnish the Association, or the legal holder of the indebtedness secured hereby, annual financial statements, including balance sheets and profit and loss statements, reflecting its accurate financial condition of the previous year's operations and that Mr. and Mrs. Jack A. Adams, Sr. and Jack A. Adams, JR. furnish the Association, or the legal holder of the indebtedness secured hereby, personal financial statements each year that the loan remains in force and effect; said statements to be received by the Association, or the legal holder of the indebtedness secured hereby, within sixty (60) days from the close of the corporation's and/or individual's business year or within sixty (60) days from the end of each calendar year, whichever is applicable.

WITNECS the signature of TWO JACKS, INC., a Tennessee Corporation, by its duly and legally authorized officer, this the 11th day of July, A. D., 1975.

attest: Opaida Shook
Secretary

TWO JACKS, INC.

BY: Jack A Adams, Sr.
Jack A. Adams, Sr., President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Jack A. Adams, Sr., who acknowledged that he is President of Two Jacks, Inc., a Tennessee Corporation, and that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having been first duly authorized so to do.

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

Deborah Ann Hickman
Notary Public

My commission expires: 7-12-78

SEE ACKNOWLEDGMENT ON REVERSE SIDE

DEED OF TRUST

FROM

Unifirst Federal Savings & Loan

TO

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Filed for Record the_____day of_____
19____, at_____o'clock_____M.,

Chancery Clerk.

STATE OF MISSISSIPPI }
_____ County } Chancery Court.

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____, in Book No._____ on Page_____of the records of mortgages and deeds of trust upon lands in my office.

Witness my hand and Seal of Office, this_____ day of_____19____

Chancery Clerk.

_____ D. C.

STATEMENT OF FEES

For recording____ words, at __ per 100 $_____
Taking acknowledgment . . . . . $_____
Certificate and Seal . . . . . $_____
_____ $_____
Total . . . . . $_____

HEDGEMAN BROS., JACKSON, MISS.

Returns to
Scott, Barron
& Scott

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Onelda Shook, who acknowledged that she is Secretary of Two Jacks, Inc., a Tennessee Corporation, and who acknowledged that she signed and delivered the above and foregoing instrument of writing for and on behalf of said corporation, having been first duly authorized so to do.

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

Notary Public

My commission expires: 7-8-78

NOTARY PUBLIC
STATE OF MISS. AT LARGE

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L. W. MURPHY
PROFESSIONAL ENGINEERS
WHITE STATION TOWER
5059 POPLAR AVENUE
MEMPHIS, TENNESSEE 38117

BOUNDARY SURVEY OF TWO-JACKS, INC.
HOLIDAY INDUSTRIAL PARK
DESOTO COUNTY, MISSISSIPPI

1

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
25 minutes A. M. 14 day of July 1975, and that the same has been
recorded in Book 187 Page 610 Records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of July 1975.
Fees $ 6.00 pd.
SEAL H. D. Ferguson, CLERK

Modification agreement
of this Instrument Recorded in
Real Estate T.D. Book
No. 271 Page 267
This the 7 day of April 19 81
B. B. Ferguson Clerk

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate T.D.
Book 221 Page 689
This 16 day of Feb. 78
B. B. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of July, 19 75, among the Grantor, Mark W. Bixler and wife, Barbara L. Bixler (herein "Borrower"), Donn A. Southern (herein "Trustee"), and the Beneficiary, Guaranty Trust Savings & Loan Association, a corporation organized and existing under the laws of the State of Tennessee, whose address is 5100 Poplar, Memphis, Tennessee 38137 (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 92, Section "A", Buena Vista Subdivison in Section 13, Township 4 South, Range 8 West, as per plat thereof recorded in plat book 4, pages 33-37 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 Forty Thousand Eight Hundred 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 August 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.

Mark W. Bixler —Borrower

Barbara L. Bixler —Borrower

92 Bob White

Hernando, MS 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 Mark W. Bixler and wife, Barbara L. Bixler 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 9th day of July A.D., 1975.

My Commission expires:
September 25, 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., 14 day of July 1975, and that the same has been recorded in Book 487 Page 615 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

By _____ Clerk

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 197 Page 630
This the 26 day of March 1976
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 189 Page 407
This the 25 day of Aug. 1975
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 693 PAGE 147 THIS 18 DAY OF March 19 94
W. E. Davis Chancery Clerk By: [illegible] D.C.

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of July, 19[illegible], between the Grantor, ------MICHAEL W. WILLIAMS and wife, JUDY H. WILLIAMS---------- (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 982, Section "E" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West as per plat thereof recorded in Plat Book 9, Pages 44 and 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Two Thousand Two Hundred 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 ------August 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 Savings
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 591 Page 353
This the 7th day of July 1993
W. E. Davis Clerk
by: B. Stanley, 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, 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.

Michael W. Williams
Michael W. Williams —Borrower

Judy H. Williams
Judy H. Williams —Borrower

2579 Valley Springs Drive
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, ----------DeSoto----------COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ----Michael W. Williams and wife, Judy H. Williams------- 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 10th day of July, A.D. 19 75.

D B Braidford
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. 14 day of July 1975, and that the same has been
recorded in Book 187 Page 619 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 5.00 pd. SEAL H. L. Ferguson CLERK

Witness my hand and seal this ____
5.00 pd day of ____ 19____

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

3.09 acres Sec. 7-3-6
Partial Release of this Instrument Recorded in Real Estate T.D. Book
No. 224 Page 74
This 18 day of April 1978
H. D. Ferguson Clerk

3.0 acres Sec. 7-3-6
Partial Release of this Instrument Recorded in Real Estate T.D. Book
No. 223 Page 764
This 18 day of April 19 78
H. D. Ferguson Clerk

This Indenture, made by and between Hugh A. Clarke and wife, Martha L. Clarke,

party of the first part; Troy Barron, party of the second part, as Trustee; and

party of the third part, WITNESSETH:

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

(SEE DESCRIPTION ATTACHED)

This conveyance is made in trust, however, to secure the payment of $94,997.39, evidenced by the following promissory notes of even date herewith: executed by the parties of the first part in the above amount, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS, with interest as specified in the note, due on DEMAND.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is claim prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

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

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails 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 12th day of May, 1975

Hugh A. Clarke

Martha L. Clarke

CANCELLED BY AUTHORITY RECORDED IN BOOK 275 PAGE 194 THIS 27 DAY OF July 1981
H. D. Ferguson CHANCERY CLERK

6.341 acres Sec. 6-3-6
Partial Release of this Instrument Recorded in Real Estate T.D. Book
No. 245 Page 328
This 5 day of July 19 79
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 262 PAGE 465
15 DAY OF Aug 1980
H. D. Ferguson CHANCERY 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

Hugh A. Clarke and wife, Martha L. Clarke,

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 5 day of May, 19 75.

Notary Public.

MY COMMISSION EXPIRES DEC. 18, 1978

My Commission expires: _____

NO TG# RS

Return to: Troy Barron, Timepay Dept., First National Bank, Memphis

Mail tax bills to: (persons responsible for payment):

Mr. and Mrs. Hugh A. Clarke

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

_____

_____

TO

_____Trustee

FOR THE USE OF

_____

STATE OF MISSISSIPPI }
County of _____ } ss.

I, _____Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the _____ day of _____A.D. 19____, at _____o'clock_____M., and has been this day duly recorded in Trust Deed Record_____ Page_____

WITNESS my hand and official seal, this

_____day of_____19____

_____

_____Clerk.

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

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The west 110.5 acres of the south 120.5 acres in Section 6, Township 3, Range 6 West, and 9 acres at the northwest corner of the northeast quarter of Section 7, Township 3, Range 6 West, and being more particularly described as follows:

Beginning at a point, said point being in the north line of Section 7, Township 3, Range 6 West, 445.92 feet west of the northeast corner of Section 7, monumented by an iron pin found; thence North 83 degrees 40 minutes 31 seconds West along the north line of Section 7, 917.51 feet to a point; thence South 05 degrees 56 minutes 45 seconds West a distance of 288.64 feet (call 297.00 feet) to a fence corner at the southeast corner of a 9 acre tract; thence North 82 degrees 08 minutes 30 seconds West along the south line of a 9 acre tract 1113.42 feet (call 1320.00 feet) to a fence corner at the southwest corner of said 9 acre tract; thence North 07 degrees 24 minutes 16 seconds East with the west line of said 9 acre tract a distance of 266.53' (call 297.00 feet) to a fence corner; thence North 84 degrees 15 minutes 01 seconds West a distance of 2956.85 feet to an old fence corner; thence north 04 degrees 10 minutes 22 seconds East a distance of 1010.36 feet (call 978.78 feet) to an old fence corner, in the south line of Clem A. Cross 130.5 acre tract; thence South 83 degrees 08 minutes 28 seconds East along the south line of the said Clem A. Cross tract a distance of 4996.44 feet to a point; thence South 04 degrees 59 minutes 03 seconds West with the west line of the Fred Allen 10 acre tract a distance of 941.29 feet (call 978.78 feet) to the point of beginning and containing 117.89 acres.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 17 day of July 1975, and that the same has been recorded in Book 171 Page 623 records of REAL ESTATE TRUST DEEDS OF said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $ 5.00 pd.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 230 PAGE 132
THIS 28 DAY OF Aug 19 78
H. G. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 229 PAGE 247
THIS 10 DAY OF Aug 19 78
H. G. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 7th day of July, 1975, between JIMMY D. BUTNER and wife, PATTY BUTNER (who signs for the purpose of conveying any and all homestead rights she now or ever hold), 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 ELEVEN THOUSAND THIRTY-NINE and 28/100 DOLLARS ($11,039.28), which includes principal and interest, repayable in 84 equal monthly installments of $131.42 each, beginning August 3, 1975, and due on the 3rd day of each month thereafter until said 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 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 1687, 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 84, Page 95, 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 confided, 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 7th day of July, 1975.

Jimmy D. Butner
Jimmy D. Butner

Patty Butner
Patty Butner, for the purpose of conveying any and all rights of homestead

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jimmy D. Butner and Patty Butner (who joins in the execution of this instrument for the purpose of conveying any and all rights of homestead she may now or ever hold), 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 7th day of July, 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 11 o'clock 15 minutes A M. 14 day of July 1975, and that the same has been recorded in Book 197 Page 626 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.
Fees $2.50 pd.
SEAL H. G. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 24 day of April 1980
The Hernando Bank
By [illegible] Manager
Attest
H. D. Ferguson
Chancery Clerk
D. Myers

FOR REAL ESTATE, CHATTEL OR BOTH

Perry M. Chisholm and wife,
Sylvia A. Chisholm
To { DEED OF TRUST
The Hernando Bank,
Hernando, Mississippi

THIS INDENTURE, Made this 8th day of July 19 75
between Perry M. Chisholm and wife, Sylvia A. Chisholm,
Party of the first part,
and the Hernando Bank, Hernando, Miss., Party of the second part,
WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Seven Thousand One Hundred Fifty and no/100 Dollars ($7,150.00), which includes principal and interest, repayable in monthly installments beginning August 10, 1975, and due the 10th day of each month thereafter until paid in full with payments as follows: 59 equal monthly installments of $119.17 each, and 1 final installment of $118.97.

and any further amount that the party of the second part may furnish the party of the first part xxxx

628

Assignment of this Instrument Recorded in Real Estate TD Book No. 284 Page 287 This the 9 day of June 1982
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TD Book No. 284 Page 292 This the 9 day of June 1982
W. D. Ferguson Clerk

Branch Mahs No. Mos 180

MAY 6 1975

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

Whereas, DORTHY MAY McNEIL, A Single Female

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at JACKSON, Mississippi, hereinafter called Beneficiary, in the sum of THIRTEEN Thousand, Five hundred Eighteen & NO/100 Dollars ($ 13,518.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 75.10, the first of said installments being due and payable on the 5TH day of AUGUST, 1975, and a like installment on the 5TH day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows: Buyers property consisting of approximately one acre. located 3 miles west of Byhalia, Miss. DeSoto County. Legal description to be obtained from deed or Survey.

One acre located in the Northwest Corner of the N½ of the NE¼ of Section 29, Township 2 South, Range 5 West, DeSoto County, Miss.-described as follows: Beginning at an iron stake marking the Northwest Corner of the said N½ of the NE¼ of said Section 29 as a Point of Beginning-and running thence East 210 feet to a stake; thence South 210 feet to a stake; thence West 210 feet to a stake; thence North 210 feet to the Point of Beginning-containing One Acre, more or less.

For source of Title see book 118 page 181

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

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

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

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

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

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

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

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

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

FORM JW-250

Re-record Assignment of this Instrument Recorded in Real Estate TD Book No. 287 Page 78 This the 31 day of Aug. 1982 W. D. Ferguson Clerk

Re-record Assignment of this Instrument Recorded in Real Estate TD Book No. 287 Page 43 This the 31 day of Aug. 1982 W. D. Ferguson Clerk

Mid-State Abstract Assignment of this Instrument recorded in Real Estate TD book No. 535 Page 434 This the 5 day of March 1991 W. G. Adams Clerk by D. Parham, D.C.

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

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

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

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

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

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

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

WITNESS the signature of the Grantor this 6th day of May, 1975

Witness: Gene Snyder — Dorothy May McNeil

Witness: _____

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF

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

_____

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

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

Notary Public
My Commission Expires:

SEAL

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

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

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

GIVEN under my hand and official seal, this the 6th day of May, 19 75

Eleanor Porter
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A M. 14 day of July 1975, and that the same has been recorded in Book 187 Page 628 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

630

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 256 Page 566
This 11 day of March 19 80
H. Y. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
265 PAGE 243
This 23 DAY OF Oct. 19 80
W. S. Ferguson
CHANCERY CLERK

THIS INSTRUMENT PREPARED BY
SHARRON JONES
MIDDLETON, TENNESSEE

STATE OF TENNESSEE

COUNTY OF HARDEMAN

For and in consideration of One Dollar, cash in hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Consolidated Land Investment Co.,"Joint Venture A" hereinafter referred to as "grantors," whether singular or plural, have this day bargained and sold, and do hereby transfer and convey to E. J. Harris Trustee, and hereinafter referred to as "trustee," and his successors in trust, certain property in the State of Tennessee, DeSoto County described as follows, to-wit:

41.33 acres in Section 30, Township 1 South, Range 6 West described as beginning at a point 2,640 feet west and 609 feet south of the northeast corner of Section 30, Township 1, Range 6 West; thence north 84° 15' east 883 feet to an iron pin; thence south 6° east 594 feet to a point; thence north 84° 15! east 220 feet to a point; thence north 6° west 197 feet to a point; thence north 83° 55' minutes east along an existing fence line 1,540 feet to a point in the east line of said Section; thence south 6° east with the section line 423.8 feet to Steveson's northeast corner; thence south 84° 02' west with an existing fence line 430.6 feet to a point; thence south 6° east 100 feet to a point; thence south 84° 02' west along an existing fence line 1,885.0 feet to a point; thence south 6° east along an existing fence 185.03 feet to a point; thence south 84° 15' west along an existing fence 511.23 feet to a point; thence north 6° west 511.23 feet to a point; thence north 85° 15' east along an existing fence 189.23 feet to a point; thence north 6° west 594 feet to the point of beginning, containing 41.33 acres as shown by the survey of Ralph F. Hassa, C. E.

Further described as being the same land as conveyed to Consolidated Land Investment Company, Inc. , A Tennessee Corporation by H. C. Acree, Jr. and Lottie Sue Steveson, executors of the estate of H. C. Acree, Sr. on March 22, 1972. Shown of record in Deed Book No. 94, Page No. 546 of Chancery Court Clerk Office, DeSoto County, Mississippi.

To have and to hold said property to the said Trustee and his successors in trust, forever grantors covenant that they are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered, and grantors will warrant and defend the title to the said property to the said trustee, or his successor in trust, or his assigns, forever, against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts, and no other purpose, to-wit: The said grantors are justly indebted to BANK OF MIDDLETON, MIDDLETON, TENN., in the sum of $ 65,000.00 due as follows:

By note dated with this trust and due: ON DEMAND OR DECEMBER 31, 1985

This Deed of Trust secures the payment of the aforesaid obligation and any and all other indebtedness now or at any time due by the grantors or either or any of them to the said Bank of Middleton.

Now, if grantors shall pay the sum___ aforesaid when due according to the terms of said note___, then this instrument is to be of no further force and effect. But if grantors fail to pay the said sum___ of money when due as aforesaid, or any part of said sum___ according to the terms above expressed, then upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after advertising as required by law, to sell said property at the Court House Door in said county, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance, and grantors agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And grantors agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $_____until the sum herein secured is fully paid, and to have the loss made payable on this policy to said Trustee for the benefit of the owners and holders of the debt herein secured and grantors agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case grantors fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First — To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.
Second — To pay said debt, or any balance thereof then remaining unpaid.
Third — The residue to be paid to grantors or order. And in case of the death, absence, inability or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the owner of the debt secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, then the said grantors and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, and tenancy to be determined at the option of said purchaser upon five days' written notice.

This 11th day of July 19 75

Vernon J. McBride President

Rebecca McBride Sec.-Treas.

STATE OF TENNESSEE
COUNTY OF HARDEMAN

Before me, H. G Simpson, Notary Public of the State and County aforesaid, personally appeared Vernon J. McBride and Rebecca McBride with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary-Treasurer of the Consolidated Land Investment Company, Joint Venture A, the within named bargainor, a Corporation, and that they as such President and Secretary-Treasurer, being authorized so to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary-Treasurer.

Witness my hand and seal of Office, this 11th day of July, 1975.

My commission expires Oct. 11, 1976

H. G. Simpson
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 14 day of July 1975, and that the same has been recorded in Book 187 Page 630 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 3.50 pd.

SEAL H. G. Ferguson, CLERK

632

CANCELLED BY AUTHORITY RECORDED IN BOOK 118 DAY OF Jan 19 81
268
14
THIS
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 11th day of July, 1975, between EDITH H. SHUMAKER, now known as EDITH ATCHISON, and husband, NOBLE C. ATCHISON, who joins in the execution of this instrument for the purpose of conveying any and all rights of homestead he may now or ever hold in hereinafter described property, 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 NINE THOUSAND FOUR HUNDRED SEVENTY-TWO and 68/100 DOLLARS ($9,472.68), which includes principal and interest, repayable in 84 equal monthly installments of $112.77 each, beginning August 18, 1975, and due the 18th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 Winn Davis Brown, Jr., 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 741, 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.

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 confided, 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 11th day of July, 1975.

Edith H. Shumaker
Edith H. Shumaker, n/k/a Edith Atchison

Noble C. Atchison
Noble C. Atchison, who joins in the execution for the purpose of conveying any and all RIGHTS OF HOMESTEAD

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Edith H. Shumaker, now known as Edith Atchison and Noble C. Atchison, who joins in the execution of this instrument for the purpose of conveying any and all rights of homestead he may now or ever hold, 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 11th day of July, 1975.

My Commission expires:

NOTARY PUBLIC
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 11 o'clock 15 minutes A M. 14 day of July 1975, and that the same has been recorded in Book 187 Page 632 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson

DL-2118

AUTHORITY TO CANCEL DEED OF TRUST ON LAND

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 March 24, 1955, executed by Jacobi W. Flynn and his wife, Marjorie Rooker Flynn, 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 49 at Pages 210-215 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 9th day of July, 19 75, 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/k/a 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/k/a 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/k/a 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 9th day of July, 19 75.

NOTARY PUBLIC

My Commission Expires March 9, 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. 14 day of July 1975, and that the same has been recorded in Book 187 Page 633 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

2.50 pd.

634

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Hugh A. Clarke and wife, Martha L. Clarke to David G. Williams and William F. Herbers, Trustee, for the use and benefit of THE FIRST NATIONAL BANK OF MEMPHIS, dated Nov. 7, 1973, and recorded in Book 168, page 333, 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 THE FIRST NATIONAL BANK OF MEMPHIS, 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 THE FIRST NATIONAL BANK OF MEMPHIS, ha hereunto set hand (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 10 day of July, 19 75.

THE FIRST NATIONAL BANK OF MEMPHIS

By: N. M. Whitfield

N. M. Whitfield, Branch Officer

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named N. M. Whitfield, 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 10th day of July, 19 75.

Notary Public

My commission expires: MY COMMISSION EXPIRES MAY 1, 1979

STATE OF

COUNTY OF

This day personally appeared before me the undersigned authority in and for said State and County, the within named and , known to me to be the and , a corporation,

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 July 1975, and that the same has been recorded in Book 187 Page 634 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

635

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi (formerly Bank of Olive Branch)

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain assignment

bearing date the 7th day of Aug. 19 68, made and executed by A.S. Ballard, Jr. and

Ross L. Franks Grantors of DeSoto County to Bank of Olive Branch

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

County, in the State of Mississippi in Assignment (Real Estate) Trust Deed Record No. 103 on page 351

of the Record of Trust Deeds, on the 9 day of Aug., A. D. 1968, is now fully paid

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

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

said County also as provided by law.

Bank of Mississippi

Bettie Lowdenville

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, Bettie Lowdenville 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 11th day of July A. D. 19 75

John Bellis

My Comm. Expires Nov. 6, 1976

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 July 1975, and that the same has been recorded in Book 187 Page 635 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

636

A S S I G N M E N T

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the receipt , amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association

of Washington, D. C. , that certain Deed of Trust executed by

William Dannie Pumphrey and wife, Mary Virginia Pumphrey

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 6th day of June, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 186 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 $ 40,950.00 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 10th day of July, 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 10th day of July, 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. 14 day of July 1975, and that the same has been recorded in Book 187 Page 636 record of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. D. 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

Walter S. Joiner and wife, Maria P. Joiner

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 15th day of May, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 186 at Page 31 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 $ 28,500.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 9th day of July, 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 9th day of July, 1975

My Commission Expires Aug. 2, 1978

Martha R Green
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. 14 day of July 1975, and that the same has been recorded in Book 187 Page 637 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

638

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

David Michael Wright and wife, Patricia L. Wright

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 6th day of June, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 186 at Page 515 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 $33,550.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 10th day of July, 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 10th day of July, 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, 14 day of July 1975, and that the same has been recorded in Book 187 Page 638 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by G. R. Brent and James C. Rainer, III to B. G. Perry, Trustee for J. W. Norvell and Mrs. Eugenia N. Hudson, dated December 28, 1967 and recorded in Book 99, Page 81, of the Land Deed Records, DeSoto County, Mississippi do hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

TRACT I. 5.05 acres situated in Section 24, Township 1 South, Range 6 West, said point of beginning lying 1,841.11 feet North of the intersection of the center line of DeSoto Road with the center line of Bethel Road and 1,189.03 feet East of the center line of Bethel Road measured at right angles to Bethel Road from said point of beginning; thence 400 feet to a point; thence East at an internal angle of 90 degrees 550 feet to an iron pin found; thence South at an internal angle of 90 degrees 400 feet to a point; thence West an internal angle of 90 degrees 550 feet to the point of beginning.

TRACT II. 0.54 acres situated in Section 24, Township 1 South, Range 6 West, being more particularly described as BEGINNING at a point in the North edge of pavement of the Holiday Industrial Park Airport access Road; 10.0 feet North of the center line; said point being 1,363.29 feet East of the center line of Bethel Road; thence North 19 degrees 2 minutes 15 seconds East 169.88 feet to a point; thence North 00 degrees 7 minutes 58 seconds East 619.36 feet to a point in the South property line of parcel 2 of Two-Jacks, Inc. property 231.11 feet East of the Southwest Corner; thence along the South line East 30.0 feet to a point; thence leaving said South property line South 0 degrees 7 minutes 58 seconds West 624.42 feet to a point; thence South 19 degrees 2 minutes 15 seconds West 164.55 feet to a point in the North edge of the pavement of the Holiday Industrial Park Airport access road; 10.0 feet North of the center line of said road; thence generally along said edge of pavement North 89 degrees 56 minutes 27 seconds West 31.72 feet to the point of beginning and containing 0.54 acres.

TRACT III. 0.83 acres situated in Section 24, Township 1 South, Range 6 West, being described as BEGINNING at a point in the East property line of Parcel 1 of Two-Jacks, Inc. property 8.41 feet North of the Southeast Corner of said parcel; thence along said East property line North 357.59 feet to a point 34.0 feet South of the Northeast Corner of said parcel 1; thence along the North edge of an access way to the Holiday Industrial Park Airport taxiway South 89 degrees 57 minutes 54 seconds East 341.95 feet to a point in the West edge of said taxiway; thence along the edge of said taxiway South 0 degrees 5 minutes 42 seconds East 40.0 feet to a point; thence generally along the South edge of said access way to the Holiday Industrial Park Airport taxiway North 89 degrees 57 minutes 54 seconds West 270.66 feet to a point; thence generally along an existing parking apron South 317.54 feet to a point; thence West 71.36 feet to the point of beginning and containing 0.83 acres, more or less.

640

TRACT IV. Easement 60 feet in width to extend from Bethel Road to the road right of way described in Tract II of this instrument, said easement being situated in Section 24, Township 1 South, Range 6 West, same being shown on survey plat of L. W. Murphy, Engineer, said plat dated May 7, 1975, said roadway described herein being an existing blacktop roadway and serving as entrance from Bethel Road to Holiday Industrial Park Airport.

This is a partial release releasing only the above described lands. In all other respects, said lien remains in full force and effect. The said Eugenia N. Hudson, one of the beneficiaries of said deed of trust is now deceased and this partial release is executed by First National Bank as Trustee of her Estate and evidence of this by her will being of record in the Chancery Clerk's Office, DeSoto County, Mississippi. The undersigned beneficiaries in said deed of trust individually and by and through their representatives, authorize the Chancery Clerk of DeSoto County, Mississippi to make the appropriate marginal notations on the face of the lien instrument.

WITNESS OUR SIGNATURES this the 3rd day of July, 1975.

J. W. Norvell, individually

EUGENIA N. HUDSON

BY: _____
First National Bank, 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, J. W. Norvell, individually who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 3rd day of July, 1975.

Notary Public

My Commission Expires:
May 24, 1975

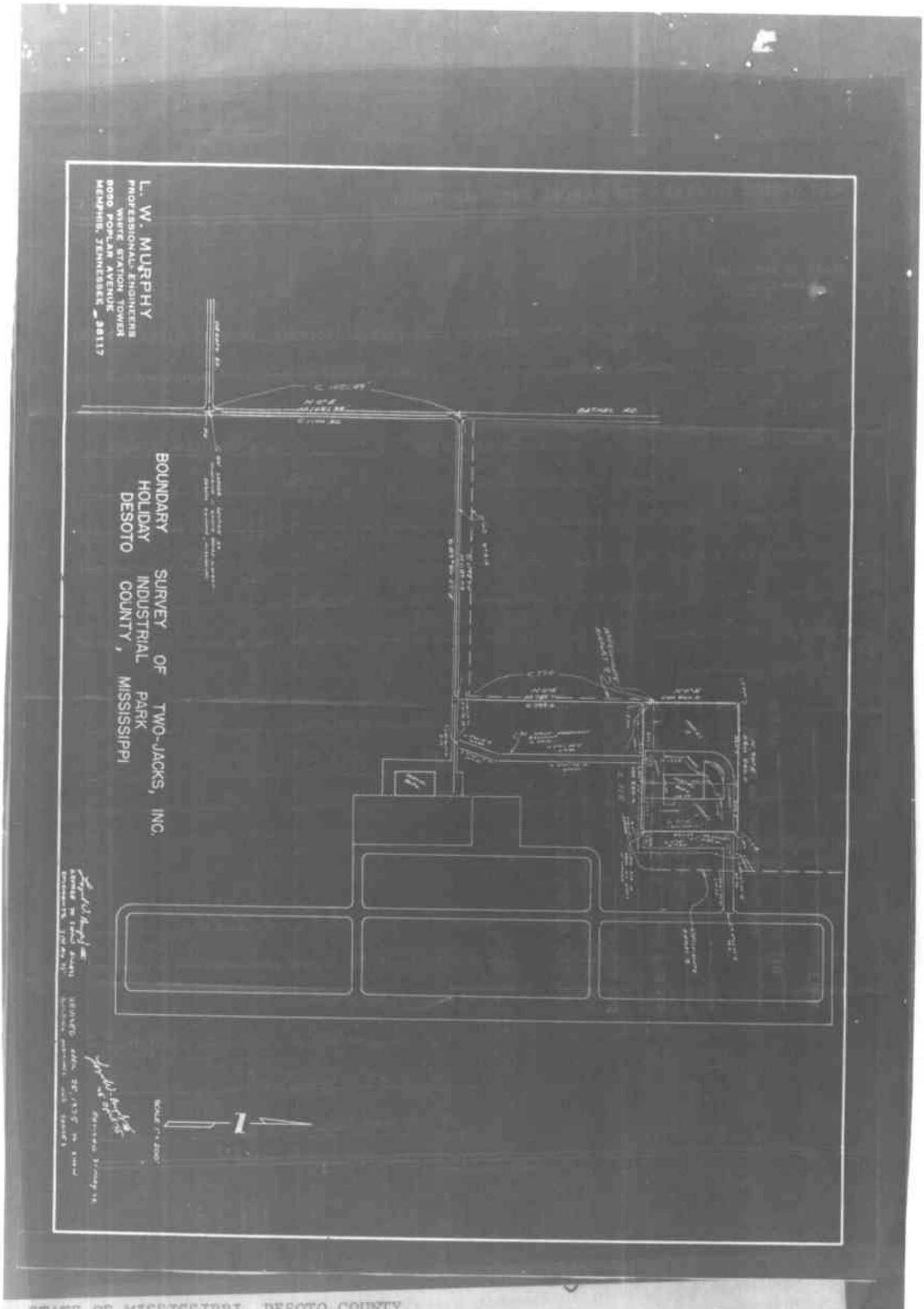
STATE OF Tennessee
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for said county and state, the within named _____, Trustee for Eugenia N. Hudson Estate, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act and for the purposes therein expressed.

GIVEN UNDER MY HAND and official seal this the 9th day of July, 1975.

Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MAR. 5, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A.M. 14 day of July 1975, and that the same has been recorded in Book 187 Page 639 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $4.00 pd.

SEAL H. P. Ferguson, CLERK

642

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 (formerly Bank of Olive Branch) of Olive Branch, Miss. the beneficiary," does hereby certify that a certain trust deed bearing date the 24th day of Nov. 19 72, made and executed by Pleasant Hill Baptist Church of DeSoto County, Miss., to Bank of Olive Branch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 151 on page 62 of the Record of Trust Deeds, on the 29 day of Nov., A. D. 19 72, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi

Bette Lowdermilk

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 Bette Lowdermilk 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 11th day of July A. D. 19 75

Notary Public

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 37644

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 July 1975, and that the same has been recorded in Book 157 Page 642 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of July 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

643

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Haywood O. Watts and wife, Evelyn Watts of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 2nd day of April 1974, made and executed by James C. Dixon and wife, Edith I. Dixon of Hernando, Mississippi to Haywood O. Watts, et ux 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. 173 on page 587 of the Record of Trust Deeds, on the 12th day of April 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.

Haywood O. Watts

Haywood O. Watts

Evelyn Watts

Evelyn Watts

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid Haywood O. Watts, et ux 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 July A. D. 1975

W. B. Bridgforth

Notary Public

My Commission Expires: 8-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 643 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

644

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 Anderson

of the Bank of Pontotoc the beneficiary, does hereby certify that a certain trust deed

bearing date the 22nd day of April 19 74, made and executed by Billy Gilmer and

Laura Rebecca Gilmer of to B. P. Mauldin, 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 Deed Record No. 175 on page 607

of the Record of Trust Deeds, on the 28th 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.

William Anderson Asst. C.P.

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Frances Hooker

in and for County and State aforesaid William Anderson who acknowledged that he signed and

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

Given under my hand and seal of office this 5th day of July A. D. 19 75

FRANCES H. HOOKER NOTARY PUBLIC DESOTO COUNTY, MISS.

Frances H. Hooker

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

40 minutes A M. 15 day of July 1975, and that the same has been

recorded in Book 187 Page 644 records of REAL ESTATE TRUST DEEDS

of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

645

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between HAROLD WAYNE STREET and wife, NELDA R. STREET,

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL, Trustee, of the second part, hereinafter designated as Trustee, and

JOE G. EDDY and wife,
MARY ANN EDDY,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THREE THOUSAND FIVE HUNDRED AND NO/100********** DOLLARS ($ 3,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 7 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable in seven (7) annual installments as follows: Installment Number One (1) in the amount of $745.00, being due and payable December 31, 1975; Installment Number Two (2) in the amount of $710.00, being due and payable December 31, 1976; Installment Number Three (3) in the amount of $675.00, being due and payable December 31, 1977; Installment Number Four (4) in the amount of $640.00, being due and payable December 31, 1978; Installment Number Five (5) in the amount of $605.00, being due and payable December 31, 1979; Installment Number Six in the amount of $570.00, being due and payable December 31, 1980, and Installment Number Seven (7) in the amount of $535.00, being due and payable December 31, 1981.

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 414, Section "E", Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as shown of record in Plat Book 4, Pages 17 and 18, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

646

This is a Second Deed of Trust and is junior and subordinate to that certain Deed of Trust in favor of National Mortgage Company, dated September 29, 1969, and being of record in Real Estate Trust Deed Book 112, at Page 581, 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 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of July 1975

Harold Wayne Street

Nelda R. Street

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 HAROLD WAYNE STREET and wife, NELDA R. STREET, 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 July 1975.

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 9 o'clock 40 minutes A. M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 645 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

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ASSIGNMENT OF DEED OF TRUST AND PROMISSORY NOTE

For and in consideration of the sum of Ten Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assigns, sets over and transfers unto Frank Herrington, all right, title and interest in and to that certain Deed of Trust executed for the benefit of Jane F. Herrington, dated April 28, 1975, and recorded in Deed of Trust Book 185, Page 228, Land Trust Deed records, DeSoto County, Mississippi, together with the note evidencing the indebtedness secured thereby in the original principal amount of $13,000.00, the principal unpaid balance of which the undersigned warrants to be $ 12,718.56 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described subject only to taxes for the current and future years.

WITNESS MY SIGNATURE this the 1 day of July, 1975.

Jane F Herrington
Jane F. Herrington

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the above county and state, Jane F. Herrington, who acknowledged that she signed and delivered the above and foregoing Assignment of Deed of Trust and Promissory Note on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 1st day of July, 1975.

Notary Public

My Commission Expires:

5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A.M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 648 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

For value received, First Memphis Realty Trust releases from the deed of trust dated August 28, 1972 recorded in Book 147, Page 195, the land in DeSoto County, Mississippi described as follows, to-wit:

TRACT 1.
9.274 acres in the Northwest Quarter of Section 36, Township 1 South, Range 9 West more particularly described as follows:
BEGINNING at a point at the southwest corner of Lot 127, Section A, Lake Forest Subdivision, in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, as shown by the plat recorded in Plat Book 12, Pages 1-4 in the office of the Chancery Clerk of said County; thence north 31 degrees, 10 minutes west 378.93 feet to a point at the northwest corner of Lot 124 of said subdivision; thence north 19 degrees 30 minutes west 118 feet to a point; thence north 88 degrees, 30 minutes west along the approximate toe of slope of the dam for Lake Forest 417 feet to a point; thence northwardly 47 feet to a point in the south line of proposed Lake Forest Drive South; thence westwardly along said south line 20.2 feet to a point; thence southwardly 37 feet to a point; thence south 47 degrees west along the approximate toe of slope of a dam proposed to be built in Section "B," Lake Forest Subdivision, 347 feet to a point; thence north 53 degrees west 50 feet to a point in the southerly line of a proposed road at the beginning of a curve to the right with a radius of 126.76 feet; thence westwardly along the arc of said curve 116.90 feet to a point; thence south 9 degrees 50 minutes 24 seconds west 253.33 feet to a point in the south line of Lake Forest Subdivision; thence east along said south line 1,090.13 feet to a point; thence north 34 degrees 44 minutes 29 seconds east 45.93 feet to the point of beginning, containing 9.274 acres.

TRACT 2.
1.49 acres in the Southwest Quarter of Section 25, Township 1 South, Range 9 West, more particularly described as BEGINNING at a point in the east line of Lake Forest Drive at the end of a curve with a radius of 40 feet connecting the east line of Lake Forest Drive with the north line of Goodman Road in Section "C," Lake Forest Subdivision, in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, as shown by the plat recorded in Plat Book 12, Pages 5-7 in the office of the Chancery Clerk of said County; thence north along the east line of Lake Forest Drive 79.10 feet to the point of beginning of the herein described property; thence north along the east line of Lake Forest Drive 226.65 feet to a point; thence east at an interior angle of 90 degrees 286.15 feet to a point; thence south at an interior angle of 90 degrees 226.65 feet to a

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point; thence west at an interior angle of 90 degrees 286.15 feet to the point of beginning, containing 1.49 acres.

In all other respects, said deed of trust shall remain in full force and effect.

The Chancery Clerk is authorized to record this Partial Release and make a notation upon the record of the deed of trust.

WITNESS the signature of First Memphis Realty Trust by its authorized officer this 26Th day of June, 1975.

FIRST MEMPHIS REALTY TRUST

By: Frank D. Benton
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Frank Benton Vice President of First Memphis Realty Trust, 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 26th day of June, 1975.

Patsy B. Keen
Notary Public

PATSY B. KEEN NOTARY PUBLIC

My commission expires:

6-7-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A.M. 15 day of July 1975, and that the same has been recorded in Book 87 Page 649 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

For value received, First Memphis Realty Trust releases from the deed of trust dated August 28, 1972 recorded in Book 147, Page 195, the land in DeSoto County, Mississippi described as follows, to-wit:

> 18.21 acres described as Lake Forest, plus the dam site from toe of dam on the north to toe of dam on the south; Lake access areas numbered 1 through 8 inclusive; and Property Owners Recreation Area number 1 in the Southeast corner of Goodman Road and Lake Forest Drive, all shown on the plat recorded in Plat Book 12, Pages 1-4, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 36, Township 1, Range 9.

In all other respects, said deed of trust shall remain in full force and effect. The Chancery Clerk is authorized to record this Partial Release and make a notation upon the record of the deed of trust.

WITNESS the signature of First Memphis Realty Trust by its authorized officer this 26th day of June, 1975.

FIRST MEMPHIS REALTY TRUST

By: Frank D. Benton
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Frank Benton, Vice President of First Memphis Realty Trust, 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 26th day of June, 1975.

Patsy B. Henry
Notary Public

My commission expires: 6-7-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 651 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL W. H. Ferguson, CLERK

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PARTIAL RELEASE

For value received, Frederick W. Smith releases from the deed of trust dated August 28, 1972, recorded in Book 147, Page 200, the land in DeSoto County, Mississippi described as follows, to-wit:

18.21 acres described as Lake Forest, plus the dam site from toe of dam on the north to toe of dam on the south; Lake access areas numbered 1 through 8 inclusive; and Property Owners Recreation Area number 1 in the Southeast corner of Goodman Road and Lake Forest Drive, all shown on the plat recorded in Plat Book 12, Pages 1-4, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 36, Township 1, Range 9.

In all other respects, said deed of trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the deed of trust.

WITNESS my signature this 11th day of July, 1975.

Frederick W. Smith

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 Frederick W. Smith 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 11th day of July, 1975.

Lillian W. Powers
Notary Public

LILLIAN W. POWERS NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES SEPT. 10, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A.M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 652 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

For value received, Frederick W. Smith releases from the deed of trust dated August 28, 1972, recorded in Book 147, Page 200, the land in DeSoto County, Mississippi described as follows, to-wit:

TRACT 1.
9.274 acres in the Northwest Quarter of Section 36, Township 1 South, Range 9 West more particularly described as follows:
BEGINNING at a point at the southwest corner of Lot 127, Section A, Lake Forest Subdivision, in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, as shown by the plat recorded in Plat Book 12, Pages 1-4 in the office of the Chancery Clerk of said County; thence north 31 degrees 10 minutes west 378.93 feet to a point at the northwest corner of Lot 124 of said subdivision; thence north 19 degrees 30 minutes west 118 feet to a point; thence north 88 degrees 30 minutes west along the approximate toe of slope of the dam for Lake Forest 417 feet to a point; thence northwardly 47 feet to a point in the south line of proposed Lake Forest Drive South; thence westwardly along said south line 20.2 feet to a point; thence southwardly 37 feet to a point; thence south 47 degrees west along the approximate toe of slope of a dam proposed to be built in Section "B," Lake Forest Subdivision, 347 feet to a point; thence north 53 degrees west 50 feet to a point in the southerly line of a proposed road at the beginning of a curve to the right with a radius of 126.76 feet; thence westwardly along the arc of said curve 116.90 feet to a point; thence south 9 degrees 50 minutes 24 seconds west 253.33 feet to a point in the south line of Lake Forest Subdivision; thence east along said south line 1,090.13 feet to a point; thence north 34 degrees 44 minutes 29 seconds east 45.93 feet to the point of beginning, containing 9.274 acres.

TRACT 2.
1.49 acres in the Southwest Quarter of Section 25, Township 1 South, Range 9 West, more particularly described as BEGINNING at a point in the east line of Lake Forest Drive at the end of a curve with a radius of 40 feet connecting the east line of Lake Forest Drive with the north line of Goodman Road in Section "C," Lake Forest Subdivision, in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi as shown by the plat recorded in Plat Book 12, Pages 5-7 in the office of the Chancery Clerk of said County; thence north along the east line of Lake Forest Drive 79.10 feet to the point of beginning of the herein described property; thence north along the east line of Lake Forest Drive 226.65 feet to a point; thence east at an interior angle of 90 degrees 286.15 feet to a point; thence south at an interior angle of 90 degrees 226.65

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feet to a point; thence west at an interior angle of 90 degrees 286.15 feet to the point of beginning, containing 1.49 acres.

In all other respects, said deed of trust shall remain in full force and effect. The Chancery Clerk is authorized to record this partial release and make a notation upon the record of the deed of trust.

WITNESS my signature this 11th day of July, 1975.

Frederick W. Smith

Frederick W. Smith

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 Frederick W. Smith 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 11th day of July, 1975.

Lillian W. Powers

Notary Public

LILLIAN W. POWERS NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES SEPT. 10, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A. M. 15 day of July 1975, and that the same has been recorded in Book 187 Page 653 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.00 pd.

SEAL H. D. Ferguson, CLERK